



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

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas  
Commissioner

Diane Langley  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888  
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 10, 2015

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

Retroactive

**REQUESTED ACTION**

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

Summary of contracted amounts by vendor:

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

Funds are available in State Fiscal Year 2015 and are anticipated to be available in State Fiscal Years 2016 and 2017 in the following accounts, upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

Please see attachment for fiscal details.

### **EXPLANATION**

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

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

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

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

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

- Information, Referral and Assistance,
- Options Counseling and Person Centered Transition Support
- Family Caregiver Supports and Services
- Counseling for Medicare Beneficiaries
- Senior Medicare Patrol
- Medicare Improvements for Patients and Providers Act program
- Veterans Directed and Community Based Program
- Medicare Comparison
- Medicare Training.

The aforementioned services are collectively provided by ServiceLink Contractors that utilize the No Wrong Door and Option Counseling models. ServiceLink Contractors operate as full service access points for individuals in New Hampshire so they can experience a streamlined process for eligibility determination, options counseling and program enrollment. The Contractors follow standardized processes established by the Department for providing information, referrals and eligibility determinations so that individuals accessing the system at different locations experience a similar process.

The Contractors were selected through a competitive bid process.

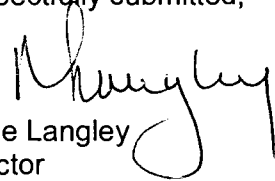
Should Governor and Executive Council decide not to authorize this request, the Department would have to design and implement an alternative method of complying with RSA 151-E:5, which mandates that it establish a system of community based information and referral services for elderly and chronically ill adults. The Department would be vulnerable to losing federal discretionary funds through the Balancing Incentive Program which relies on the ServiceLink program as the platform for implementing the No Wrong Door model and Options Counseling Model. It is likely that admissions to nursing homes and hospitals would increase because there would be no statewide mechanism in the community to advise people of home and community based options and assist them to access these options. The unintended consequences would increase the State's Medicaid expenditures.

**Area Served:** Statewide.

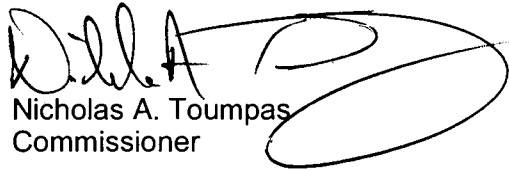
**Source of Funds:** 39% General Funds and 61% Federal Funds from United States Department of Health and Humans Services, Centers for Medicare and Medicaid, Administration for Children and Families, and Administration for Community Living.

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

Respectfully submitted,

  
Diane Langley  
Director

Approved by:

  
Nicholas A. Toumpas  
Commissioner

**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)**

| <b>Class/Account</b> | <b>Class Title</b>             | <b>State Fiscal Year</b> | <b>Current Modified Budget</b> | <b>Increased (Decreased) Budget</b> | <b>Revised Modified Budget</b> |
|----------------------|--------------------------------|--------------------------|--------------------------------|-------------------------------------|--------------------------------|
| 102-500734           | Contracts for Program Services | 2014                     | \$38,925.69                    | \$0.00                              | \$38,925.69                    |
| 102-500734           | Contracts for Program Services | 2015                     | \$80,520.55                    | \$0.00                              | \$80,520.55                    |
| 102-500734           | Contracts for Program Services | 2016                     | \$0.00                         | \$74,417.28                         | \$74,417.28                    |
| 102-500734           | Contracts for Program Services | 2017                     | \$0.00                         | \$18,604.32                         | \$18,604.32                    |
|                      |                                | <b>Subtotal</b>          | <b>\$119,446.24</b>            | <b>\$93,021.60</b>                  | <b>\$212,467.84</b>            |

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

| <b>Class/Account</b> | <b>Class Title</b>             | <b>State Fiscal Year</b> | <b>Current Modified Budget</b> | <b>Increased (Decreased) Budget</b> | <b>Revised Modified Budget</b> |
|----------------------|--------------------------------|--------------------------|--------------------------------|-------------------------------------|--------------------------------|
| 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                    |
| 102-500734           | Contracts for Program Services | 2016                     | \$0.00                         | \$50,960.00                         | \$50,960.00                    |
| 102-500734           | Contracts for Program Services | 2017                     | \$0.00                         | \$12,740.00                         | \$12,740.00                    |
|                      |                                | <b>Subtotal</b>          | <b>\$77,139.66</b>             | <b>\$63,700.00</b>                  | <b>\$140,839.66</b>            |

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

| <b>Class/Account</b> | <b>Class Title</b>             | <b>State Fiscal Year</b> | <b>Current Modified Budget</b> | <b>Increased (Decreased) Budget</b> | <b>Revised Modified Budget</b> |
|----------------------|--------------------------------|--------------------------|--------------------------------|-------------------------------------|--------------------------------|
| 102-500734           | Contracts for Program Services | 2014                     | \$39,614.45                    | \$0.00                              | \$39,614.45                    |
| 102-500734           | Contracts for Program Services | 2015                     | \$122,033.80                   | \$0.00                              | \$122,033.80                   |
| 102-500734           | Contracts for Program Services | 2016                     | \$0.00                         | \$114,693.32                        | \$114,693.32                   |
| 102-500734           | Contracts for Program Services | 2017                     | \$0.00                         | \$28,673.33                         | \$28,673.33                    |
|                      |                                | <b>Subtotal</b>          | <b>\$161,648.25</b>            | <b>\$143,366.65</b>                 | <b>\$305,014.90</b>            |

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

| <b>Class/Account</b> | <b>Class Title</b>             | <b>State Fiscal Year</b> | <b>Current Modified Budget</b> | <b>Increased (Decreased) Budget</b> | <b>Revised Modified Budget</b> |
|----------------------|--------------------------------|--------------------------|--------------------------------|-------------------------------------|--------------------------------|
| 102-500734           | Contracts for Program Services | 2014                     | \$43,102.83                    | \$0.00                              | \$43,102.83                    |
| 102-500734           | Contracts for Program Services | 2015                     | \$85,983.20                    | \$0.00                              | \$85,983.20                    |
| 102-500734           | Contracts for Program Services | 2016                     | \$0.00                         | \$85,848.49                         | \$85,848.49                    |
| 102-500734           | Contracts for Program Services | 2017                     | \$0.00                         | \$21,462.00                         | \$21,462.00                    |
|                      |                                | <b>Subtotal</b>          | <b>\$129,086.03</b>            | <b>\$107,310.49</b>                 | <b>\$236,396.52</b>            |

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

| <b>Class/Account</b> | <b>Class Title</b>             | <b>State Fiscal Year</b> | <b>Current Modified Budget</b> | <b>Increased (Decreased) Budget</b> | <b>Revised Modified Budget</b> |
|----------------------|--------------------------------|--------------------------|--------------------------------|-------------------------------------|--------------------------------|
| 102-500734           | Contracts for Program Services | 2014                     | \$4,444.42                     | \$0.00                              | \$4,444.42                     |
| 102-500734           | Contracts for Program Services | 2015                     | \$8,469.93                     | \$0.00                              | \$8,469.93                     |
| 102-500734           | Contracts for Program Services | 2016                     | \$0.00                         | \$8,513.75                          | \$8,513.75                     |
| 102-500734           | Contracts for Program Services | 2017                     | \$0.00                         | \$2,128.56                          | \$2,128.56                     |
|                      |                                | <b>Subtotal</b>          | <b>\$12,914.35</b>             | <b>\$10,642.31</b>                  | <b>\$23,556.66</b>             |



**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              | \$29,361.06             | \$0.00                       | \$29,361.06             |
| 102-500734    | Contracts for Program Services | 2015              | \$68,281.36             | \$0.00                       | \$68,281.36             |
| 102-500734    | Contracts for Program Services | 2016              | \$0.00                  | \$68,720.05                  | \$68,720.05             |
| 102-500734    | Contracts for Program Services | 2017              | \$0.00                  | \$17,179.89                  | \$17,179.89             |
|               |                                | <b>Subtotal</b>   | <b>\$97,642.42</b>      | <b>\$85,899.94</b>           | <b>\$183,542.36</b>     |

**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              | \$26,176.33             | \$0.00                       | \$26,176.33             |
| 102-500734    | Contracts for Program Services | 2015              | \$87,661.19             | \$0.00                       | \$87,661.19             |
| 102-500734    | Contracts for Program Services | 2016              | \$0.00                  | \$77,579.25                  | \$77,579.25             |
| 102-500734    | Contracts for Program Services | 2017              | \$0.00                  | \$19,394.69                  | \$19,394.69             |
|               |                                | <b>Subtotal</b>   | <b>\$113,837.52</b>     | <b>\$96,973.94</b>           | <b>\$210,811.46</b>     |

**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              | \$16,289.82             | \$0.00                       | \$16,289.82             |
| 102-500734    | Contracts for Program Services | 2015              | \$30,994.85             | \$0.00                       | \$30,994.85             |
| 102-500734    | Contracts for Program Services | 2016              | \$0.00                  | \$28,907.06                  | \$28,907.06             |
| 102-500734    | Contracts for Program Services | 2017              | \$0.00                  | \$7,227.01                   | \$7,227.01              |
|               |                                | <b>Subtotal</b>   | <b>\$47,284.67</b>      | <b>\$36,134.07</b>           | <b>\$83,418.74</b>      |

|                   |                     |                     |                       |
|-------------------|---------------------|---------------------|-----------------------|
| <b>Total 9565</b> | <b>\$758,999.14</b> | <b>\$637,049.00</b> | <b>\$1,396,048.14</b> |
|-------------------|---------------------|---------------------|-----------------------|

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

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

| Class/Account | Class Title             | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|-------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 550-500398    | Assessment & Counseling | 2014              | \$45,861.03             | \$0.00                       | \$45,861.03             |
| 550-500398    | Assessment & Counseling | 2015              | \$108,598.27            | \$0.00                       | \$108,598.27            |
| 550-500398    | Assessment & Counseling | 2016              | \$0.00                  | \$101,883.12                 | \$101,883.12            |
| 550-500398    | Assessment & Counseling | 2017              | \$0.00                  | \$25,470.56                  | \$25,470.56             |
|               |                         | <b>Subtotal</b>   | <b>\$154,459.30</b>     | <b>\$127,353.68</b>          | <b>\$281,812.98</b>     |

**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             |
| 550-500398    | Assessment & Counseling | 2016              | \$0.00                  | \$95,680.00                  | \$95,680.00             |
| 550-500398    | Assessment & Counseling | 2017              | \$0.00                  | \$23,920.00                  | \$23,920.00             |
|               |                         | <b>Subtotal</b>   | <b>\$139,899.06</b>     | <b>\$119,600.00</b>          | <b>\$259,499.06</b>     |

**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              | \$85,971.81             | \$0.00                       | \$85,971.81             |
| 550-500398    | Assessment & Counseling | 2015              | \$311,435.93            | \$0.00                       | \$311,435.93            |
| 550-500398    | Assessment & Counseling | 2016              | \$0.00                  | \$292,585.00                 | \$292,585.00            |
| 550-500398    | Assessment & Counseling | 2017              | \$0.00                  | \$73,146.25                  | \$73,146.25             |
|               |                         | <b>Subtotal</b>   | <b>\$397,407.74</b>     | <b>\$365,731.25</b>          | <b>\$763,138.99</b>     |

**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              | \$93,542.32             | \$0.00                       | \$93,542.32             |
| 550-500398    | Assessment & Counseling | 2015              | \$221,448.24            | \$0.00                       | \$221,448.24            |
| 550-500398    | Assessment & Counseling | 2016              | \$0.00                  | \$219,001.25                 | \$219,001.25            |
| 550-500398    | Assessment & Counseling | 2017              | \$0.00                  | \$54,750.00                  | \$54,750.00             |
|               |                         | <b>Subtotal</b>   | <b>\$314,990.56</b>     | <b>\$273,751.25</b>          | <b>\$588,741.81</b>     |

**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              | \$60,644.47             | \$0.00                       | \$60,644.47             |
| 550-500398    | Assessment & Counseling | 2015              | \$197,198.35            | \$0.00                       | \$197,198.35            |
| 550-500398    | Assessment & Counseling | 2016              | \$0.00                  | \$186,331.55                 | \$186,331.55            |
| 550-500398    | Assessment & Counseling | 2017              | \$0.00                  | \$46,583.20                  | \$46,583.20             |
|               |                         | <b>Subtotal</b>   | <b>\$257,842.82</b>     | <b>\$232,914.75</b>          | <b>\$490,757.57</b>     |

**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            |
| 550-500398    | Assessment & Counseling | 2016              | \$0.00                  | \$117,188.41                 | \$117,188.41            |
| 550-500398    | Assessment & Counseling | 2017              | \$0.00                  | \$29,297.45                  | \$29,297.45             |
|               |                         | <b>Subtotal</b>   | <b>\$190,121.57</b>     | <b>\$146,485.86</b>          | <b>\$336,607.43</b>     |

**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              | \$68,909.31             | \$0.00                       | \$68,909.31             |
| 550-500398    | Assessment & Counseling | 2015              | \$169,573.55            | \$0.00                       | \$169,573.55            |
| 550-500398    | Assessment & Counseling | 2016              | \$0.00                  | \$158,731.29                 | \$158,731.29            |
| 550-500398    | Assessment & Counseling | 2017              | \$0.00                  | \$39,682.73                  | \$39,682.73             |
|               |                         | <b>Subtotal</b>   | <b>\$238,482.86</b>     | <b>\$198,414.02</b>          | <b>\$436,896.88</b>     |

**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              | \$33,889.30             | \$0.00                       | \$33,889.30             |
| 550-500398    | Assessment & Counseling    | 2015              | \$92,020.55             | \$0.00                       | \$92,020.55             |
| 550-500398    | Assessment & Counseling    | 2016              | \$0.00                  | \$86,271.94                  | \$86,271.94             |
| 550-500398    | Assessment & Counseling    | 2017              | \$0.00                  | \$21,568.17                  | \$21,568.17             |
|               |                            | <b>Subtotal</b>   | <b>\$125,909.85</b>     | <b>\$107,840.11</b>          | <b>\$233,749.96</b>     |

|                   |                       |                       |                       |
|-------------------|-----------------------|-----------------------|-----------------------|
| <b>Total 6180</b> | <b>\$1,819,113.76</b> | <b>\$1,572,090.92</b> | <b>\$3,391,204.68</b> |
|-------------------|-----------------------|-----------------------|-----------------------|

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

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

| Class/Account | Class Title     | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|-----------------|-------------------|-------------------------|------------------------------|-------------------------|
| 545-500387    | I & R Contracts | 2014              | \$12,423.10             | \$0.00                       | \$12,423.10             |
| 545-500387    | I & R Contracts | 2015              | \$23,709.31             | \$0.00                       | \$23,709.31             |
| 545-500387    | I & R Contracts | 2016              | \$0.00                  | \$21,262.08                  | \$21,262.08             |
| 545-500387    | I & R Contracts | 2017              | \$0.00                  | \$5,315.52                   | \$5,315.52              |
|               |                 | <b>Subtotal</b>   | <b>\$36,132.41</b>      | <b>\$26,577.60</b>           | <b>\$62,710.01</b>      |

**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             |
| 545-500387    | I & R Contracts | 2016              | \$0.00                  | \$14,560.00                  | \$14,560.00             |
| 545-500387    | I & R Contracts | 2017              | \$0.00                  | \$3,640.00                   | \$3,640.00              |
|               |                 | <b>Subtotal</b>   | <b>\$23,251.00</b>      | <b>\$18,200.00</b>           | <b>\$41,451.00</b>      |

**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              | \$12,643.23             | \$0.00                       | \$12,643.23             |
| 545-500387    | I & R Contracts | 2015              | \$35,851.74             | \$0.00                       | \$35,851.74             |
| 545-500387    | I & R Contracts | 2016              | \$0.00                  | \$32,769.52                  | \$32,769.52             |
| 545-500387    | I & R Contracts | 2017              | \$0.00                  | \$8,192.38                   | \$8,192.38              |
|               |                 | <b>Subtotal</b>   | <b>\$48,494.97</b>      | <b>\$40,961.90</b>           | <b>\$89,456.87</b>      |

**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              | \$13,756.24             | \$0.00                       | \$13,756.24             |
| 545-500387    | I & R Contracts | 2015              | \$25,135.65             | \$0.00                       | \$25,135.65             |
| 545-500387    | I & R Contracts | 2016              | \$0.00                  | \$24,528.14                  | \$24,528.14             |
| 545-500387    | I & R Contracts | 2017              | \$0.00                  | \$6,132.00                   | \$6,132.00              |
|               |                 | <b>Subtotal</b>   | <b>\$38,891.89</b>      | <b>\$30,660.14</b>           | <b>\$69,552.03</b>      |

**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              | \$1,419.48              | \$0.00                       | \$1,419.48              |
| 545-500387    | I & R Contracts | 2015              | \$2,473.60              | \$0.00                       | \$2,473.60              |
| 545-500387    | I & R Contracts | 2016              | \$0.00                  | \$2,432.50                   | \$2,432.50              |
| 545-500387    | I & R Contracts | 2017              | \$0.00                  | \$608.16                     | \$608.16                |
|               |                 | <b>Subtotal</b>   | <b>\$3,893.08</b>       | <b>\$3,040.66</b>            | <b>\$6,933.74</b>       |

**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              | \$9,373.32              | \$0.00                       | \$9,373.32              |
| 545-500387    | I & R Contracts | 2015              | \$19,935.85             | \$0.00                       | \$19,935.85             |
| 545-500387    | I & R Contracts | 2016              | \$0.00                  | \$19,634.30                  | \$19,634.30             |
| 545-500387    | I & R Contracts | 2017              | \$0.00                  | \$4,908.54                   | \$4,908.54              |
|               |                 | <b>Subtotal</b>   | <b>\$29,309.17</b>      | <b>\$24,542.84</b>           | <b>\$53,852.01</b>      |

**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              | \$8,364.02              | \$0.00                       | \$8,364.02              |
| 545-500387    | I & R Contracts | 2015              | \$25,879.67             | \$0.00                       | \$25,879.67             |
| 545-500387    | I & R Contracts | 2016              | \$0.00                  | \$22,165.50                  | \$22,165.50             |
| 545-500387    | I & R Contracts | 2017              | \$0.00                  | \$5,541.34                   | \$5,541.34              |
|               |                 | <b>Subtotal</b>   | <b>\$34,243.69</b>      | <b>\$27,706.84</b>           | <b>\$61,950.53</b>      |

**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              | \$5,202.97              | \$0.00                       | \$5,202.97              |
| 545-500387    | I & R Contracts            | 2015              | \$9,116.55              | \$0.00                       | \$9,116.55              |
| 545-500387    | I & R Contracts            | 2016              | \$0.00                  | \$8,259.16                   | \$8,259.16              |
| 545-500387    | I & R Contracts            | 2017              | \$0.00                  | \$2,064.86                   | \$2,064.86              |
|               |                            | <b>Subtotal</b>   | <b>\$14,319.52</b>      | <b>\$10,324.02</b>           | <b>\$24,643.54</b>      |

|                   |                     |                     |                     |
|-------------------|---------------------|---------------------|---------------------|
| <b>Total 9255</b> | <b>\$228,535.73</b> | <b>\$182,014.00</b> | <b>\$410,549.73</b> |
|-------------------|---------------------|---------------------|---------------------|

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

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

| Class/Account | Class Title      | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 072-500575    | Grants - Federal | 2014              | \$8,093.93              | \$0.00                       | \$8,093.93              |
| 570-500928    | Family Caregiver | 2014              | \$20,713.86             | \$0.00                       | \$20,713.86             |
| 072-500575    | Grants - Federal | 2015              | \$21,604.32             | \$3,000.00                   | \$24,604.32             |
| 570-500928    | Family Caregiver | 2015              | \$43,156.00             | \$0.00                       | \$43,156.00             |
| 072-500575    | Grants - Federal | 2016              | \$0.00                  | \$6,230.52                   | \$6,230.52              |
| 570-500928    | Family Caregiver | 2016              | \$0.00                  | \$41,218.00                  | \$41,218.00             |
| 072-500575    | Grants - Federal | 2017              | \$0.00                  | \$1,557.60                   | \$1,557.60              |
| 570-500928    | Family Caregiver | 2017              | \$0.00                  | \$10,305.00                  | \$10,305.00             |
|               |                  | <b>Subtotal</b>   | \$93,568.11             | \$62,311.12                  | \$155,879.23            |

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              | \$22,542.24             | \$3,000.00                   | \$25,542.24             |
| 570-500928    | Family Caregiver | 2015              | \$16,500.00             | \$0.00                       | \$16,500.00             |
| 072-500575    | Grants - Federal | 2016              | \$0.00                  | \$7,800.00                   | \$7,800.00              |
| 570-500928    | Family Caregiver | 2016              | \$0.00                  | \$24,000.00                  | \$24,000.00             |
| 072-500575    | Grants - Federal | 2017              | \$0.00                  | \$1,950.00                   | \$1,950.00              |
| 570-500928    | Family Caregiver | 2017              | \$0.00                  | \$6,000.00                   | \$6,000.00              |
|               |                  | <b>Subtotal</b>   | \$60,460.28             | \$42,750.00                  | \$103,210.28            |

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              | \$30,342.98             | \$0.00                       | \$30,342.98             |
| 570-500928    | Family Caregiver | 2014              | \$11,090.25             | \$0.00                       | \$11,090.25             |
| 072-500575    | Grants - Federal | 2015              | \$55,887.12             | \$6,000.00                   | \$61,887.12             |
| 570-500928    | Family Caregiver | 2015              | \$43,252.00             | \$0.00                       | \$43,252.00             |
| 072-500575    | Grants - Federal | 2016              | \$0.00                  | \$28,088.16                  | \$28,088.16             |
| 570-500928    | Family Caregiver | 2016              | \$0.00                  | \$40,962.00                  | \$40,962.00             |
| 072-500575    | Grants - Federal | 2017              | \$0.00                  | \$7,022.04                   | \$7,022.04              |
| 570-500928    | Family Caregiver | 2017              | \$0.00                  | \$10,241.00                  | \$10,241.00             |
|               |                  | <b>Subtotal</b>   | \$140,572.35            | \$92,313.20                  | \$232,885.55            |

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              | \$33,014.92             | \$0.00                       | \$33,014.92             |
| 570-500928    | Family Caregiver | 2014              | \$19,587.04             | \$0.00                       | \$19,587.04             |
| 072-500575    | Grants - Federal | 2015              | \$41,098.16             | \$6,000.00                   | \$47,098.16             |
| 570-500928    | Family Caregiver | 2015              | \$38,621.06             | \$0.00                       | \$38,621.06             |
| 072-500575    | Grants - Federal | 2016              | \$0.00                  | \$21,024.12                  | \$21,024.12             |
| 570-500928    | Family Caregiver | 2016              | \$0.00                  | \$38,621.00                  | \$38,621.00             |
| 072-500575    | Grants - Federal | 2017              | \$0.00                  | \$5,256.00                   | \$5,256.00              |
| 570-500928    | Family Caregiver | 2017              | \$0.00                  | \$9,655.00                   | \$9,655.00              |
|               |                  | <b>Subtotal</b>   | \$132,321.18            | \$80,556.12                  | \$212,877.30            |

**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              | \$44,260.81             | \$0.00                       | \$44,260.81             |
| 570-500928    | Family Caregiver | 2014              | \$20,240.52             | \$0.00                       | \$20,240.52             |
| 072-500575    | Grants - Federal | 2015              | \$32,347.54             | \$6,000.00                   | \$38,347.54             |
| 570-500928    | Family Caregiver | 2015              | \$49,739.82             | \$0.00                       | \$49,739.82             |
| 072-500575    | Grants - Federal | 2016              | \$0.00                  | \$24,532.20                  | \$24,532.20             |
| 570-500928    | Family Caregiver | 2016              | \$0.00                  | \$47,533.00                  | \$47,533.00             |
| 072-500575    | Grants - Federal | 2017              | \$0.00                  | \$6,133.08                   | \$6,133.08              |
| 570-500928    | Family Caregiver | 2017              | \$0.00                  | \$11,883.00                  | \$11,883.00             |
|               |                  | <b>Subtotal</b>   | <b>\$146,588.69</b>     | <b>\$96,081.28</b>           | <b>\$242,669.97</b>     |

**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              | \$46,413.11             | \$0.00                       | \$46,413.11             |
| 570-500928    | Family Caregiver | 2014              | \$38,665.23             | \$0.00                       | \$38,665.23             |
| 072-500575    | Grants - Federal | 2015              | \$81,971.73             | \$6,000.00                   | \$87,971.73             |
| 570-500928    | Family Caregiver | 2015              | \$78,682.77             | \$0.00                       | \$78,682.77             |
| 072-500575    | Grants - Federal | 2016              | \$0.00                  | \$74,231.24                  | \$74,231.24             |
| 570-500928    | Family Caregiver | 2016              | \$0.00                  | \$78,360.00                  | \$78,360.00             |
| 072-500575    | Grants - Federal | 2017              | \$0.00                  | \$18,558.12                  | \$18,558.12             |
| 570-500928    | Family Caregiver | 2017              | \$0.00                  | \$19,590.00                  | \$19,590.00             |
|               |                  | <b>Subtotal</b>   | <b>\$245,732.84</b>     | <b>\$196,739.36</b>          | <b>\$442,472.20</b>     |

**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              | \$32,108.91             | \$0.00                       | \$32,108.91             |
| 570-500928    | Family Caregiver | 2014              | \$18,718.17             | \$0.00                       | \$18,718.17             |
| 072-500575    | Grants - Federal | 2015              | \$160,971.43            | \$6,000.00                   | \$166,971.43            |
| 570-500928    | Family Caregiver | 2015              | \$86,074.26             | \$0.00                       | \$86,074.26             |
| 072-500575    | Grants - Federal | 2016              | \$0.00                  | \$127,880.96                 | \$127,880.96            |
| 570-500928    | Family Caregiver | 2016              | \$0.00                  | \$70,339.00                  | \$70,339.00             |
| 072-500575    | Grants - Federal | 2017              | \$0.00                  | \$31,970.24                  | \$31,970.24             |
| 570-500928    | Family Caregiver | 2017              | \$0.00                  | \$17,585.00                  | \$17,585.00             |
|               |                  | <b>Subtotal</b>   | <b>\$297,872.77</b>     | <b>\$253,775.20</b>          | <b>\$551,647.97</b>     |

**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              | \$14,554.35             | \$0.00                       | \$14,554.35             |
| 570-500928    | Family Caregiver           | 2014              | \$10,738.11             | \$0.00                       | \$10,738.11             |
| 072-500575    | Grants - Federal           | 2015              | \$10,786.34             | \$3,000.00                   | \$13,786.34             |
| 570-500928    | Family Caregiver           | 2015              | \$24,573.89             | \$0.00                       | \$24,573.89             |
| 072-500575    | Grants - Federal           | 2016              | \$0.00                  | \$8,787.84                   | \$8,787.84              |
| 570-500928    | Family Caregiver           | 2016              | \$0.00                  | \$23,410.00                  | \$23,410.00             |
| 072-500575    | Grants - Federal           | 2017              | \$0.00                  | \$2,196.96                   | \$2,196.96              |
| 570-500928    | Family Caregiver           | 2017              | \$0.00                  | \$5,853.00                   | \$5,853.00              |
|               |                            | <b>Subtotal</b>   | <b>\$60,652.69</b>      | <b>\$43,247.80</b>           | <b>\$103,900.49</b>     |

|                   |                       |                     |                       |
|-------------------|-----------------------|---------------------|-----------------------|
| <b>Total 7872</b> | <b>\$1,177,768.91</b> | <b>\$867,774.08</b> | <b>\$2,045,542.99</b> |
|-------------------|-----------------------|---------------------|-----------------------|

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

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

| Class/Account | Class Title                    | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731    | Contracts for Program Services | 2014              | \$13,938.26             | \$0.00                       | \$13,938.26             |
| 102-500731    | Contracts for Program Services | 2015              | \$26,739.68             | \$0.00                       | \$26,739.68             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$26,288.00                  | \$26,288.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$6,572.00                   | \$6,572.00              |
|               |                                | <b>Subtotal</b>   | <b>\$40,677.94</b>      | <b>\$32,860.00</b>           | <b>\$73,537.94</b>      |

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             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$17,986.00                  | \$17,986.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$4,497.00                   | \$4,497.00              |
|               |                                | <b>Subtotal</b>   | <b>\$28,899.00</b>      | <b>\$22,483.00</b>           | <b>\$51,382.00</b>      |

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              | \$6,850.23              | \$0.00                       | \$6,850.23              |
| 102-500731    | Contracts for Program Services | 2015              | \$21,281.52             | \$0.00                       | \$21,281.52             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$19,861.00                  | \$19,861.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$4,965.00                   | \$4,965.00              |
|               |                                | <b>Subtotal</b>   | <b>\$28,131.75</b>      | <b>\$24,826.00</b>           | <b>\$52,957.75</b>      |

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             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$25,949.00                  | \$25,949.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$6,487.00                   | \$6,487.00              |
|               |                                | <b>Subtotal</b>   | <b>\$40,860.56</b>      | <b>\$32,436.00</b>           | <b>\$73,296.56</b>      |

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              | \$10,552.67             | \$0.00                       | \$10,552.67             |
| 102-500731    | Contracts for Program Services | 2015              | \$22,019.85             | \$0.00                       | \$22,019.85             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$21,520.00                  | \$21,520.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$5,380.00                   | \$5,380.00              |
|               |                                | <b>Subtotal</b>   | <b>\$32,572.52</b>      | <b>\$26,900.00</b>           | <b>\$59,472.52</b>      |

**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              | \$20,941.44             | \$0.00                       | \$20,941.44             |
| 102-500731    | Contracts for Program Services | 2015              | \$47,198.56             | \$0.00                       | \$47,198.56             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$46,976.00                  | \$46,976.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$11,744.00                  | \$11,744.00             |
|               |                                | <b>Subtotal</b>   | <b>\$68,140.00</b>      | <b>\$58,720.00</b>           | <b>\$126,860.00</b>     |

**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              | \$39,327.38             | \$0.00                       | \$39,327.38             |
| 102-500731    | Contracts for Program Services | 2015              | \$81,805.78             | \$0.00                       | \$81,805.78             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$79,020.00                  | \$79,020.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$19,755.00                  | \$19,755.00             |
|               |                                | <b>Subtotal</b>   | <b>\$121,133.16</b>     | <b>\$98,775.00</b>           | <b>\$219,908.16</b>     |

**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              | \$4,196.87              | \$0.00                       | \$4,196.87              |
| 102-500731    | Contracts for Program Services | 2015              | \$13,261.48             | \$0.00                       | \$13,261.48             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$11,087.00                  | \$11,087.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$2,772.00                   | \$2,772.00              |
|               |                                | <b>Subtotal</b>   | <b>\$17,458.35</b>      | <b>\$13,859.00</b>           | <b>\$31,317.35</b>      |

|                   |                     |                     |                     |
|-------------------|---------------------|---------------------|---------------------|
| <b>Total 8925</b> | <b>\$377,873.28</b> | <b>\$310,859.00</b> | <b>\$688,732.28</b> |
|-------------------|---------------------|---------------------|---------------------|

**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 (75% Federal Funds; 25% General Funds)**

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

| Class/Account | Class Title                    | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731    | Contracts for Program Services | 2014              | \$16,546.00             | \$0.00                       | \$16,546.00             |
| 102-500731    | Contracts for Program Services | 2015              | \$40,697.00             | \$0.00                       | \$40,697.00             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$39,297.00                  | \$39,297.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$9,824.00                   | \$9,824.00              |
|               |                                | <b>Subtotal</b>   | <b>\$57,243.00</b>      | <b>\$49,121.00</b>           | <b>\$106,364.00</b>     |

**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             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$22,310.00                  | \$22,310.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$5,578.00                   | \$5,578.00              |
|               |                                | <b>Subtotal</b>   | <b>\$33,123.00</b>      | <b>\$27,888.00</b>           | <b>\$61,011.00</b>      |



**Croched 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              | \$9,653.49              | \$0.00                       | \$9,653.49              |
| 102-500731    | Contracts for Program Services | 2015              | \$30,301.45             | \$0.00                       | \$30,301.45             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$28,381.00                  | \$28,381.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$7,095.00                   | \$7,095.00              |
|               |                                | <b>Subtotal</b>   | <b>\$39,954.94</b>      | <b>\$35,476.00</b>           | <b>\$75,430.94</b>      |

**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             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$10,397.00                  | \$10,397.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$2,599.00                   | \$2,599.00              |
|               |                                | <b>Subtotal</b>   | <b>\$18,896.78</b>      | <b>\$12,996.00</b>           | <b>\$31,892.78</b>      |

**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              | \$8,903.82              | \$0.00                       | \$8,903.82              |
| 102-500731    | Contracts for Program Services | 2015              | \$12,729.72             | \$0.00                       | \$12,729.72             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$12,174.00                  | \$12,174.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$3,044.00                   | \$3,044.00              |
|               |                                | <b>Subtotal</b>   | <b>\$21,633.54</b>      | <b>\$15,218.00</b>           | <b>\$36,851.54</b>      |

**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              | \$16,734.90             | \$0.00                       | \$16,734.90             |
| 102-500731    | Contracts for Program Services | 2015              | \$42,358.10             | \$0.00                       | \$42,358.10             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$42,224.00                  | \$42,224.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$10,556.00                  | \$10,556.00             |
|               |                                | <b>Subtotal</b>   | <b>\$59,093.00</b>      | <b>\$52,780.00</b>           | <b>\$111,873.00</b>     |

**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              | \$15,182.21             | \$0.00                       | \$15,182.21             |
| 102-500731    | Contracts for Program Services | 2015              | \$50,533.79             | \$0.00                       | \$50,533.79             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$43,916.00                  | \$43,916.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$10,979.00                  | \$10,979.00             |
|               |                                | <b>Subtotal</b>   | <b>\$65,716.00</b>      | <b>\$54,895.00</b>           | <b>\$120,611.00</b>     |

**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              | \$7,354.41              | \$0.00                       | \$7,354.41              |
| 102-500731    | Contracts for Program Services | 2015              | \$14,360.51             | \$0.00                       | \$14,360.51             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$12,026.00                  | \$12,026.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$3,007.00                   | \$3,007.00              |
|               |                                | <b>Subtotal</b>   | <b>\$21,714.92</b>      | <b>\$15,033.00</b>           | <b>\$36,747.92</b>      |

|                   |                     |                     |                     |
|-------------------|---------------------|---------------------|---------------------|
| <b>Total 3317</b> | <b>\$317,375.18</b> | <b>\$263,407.00</b> | <b>\$580,782.18</b> |
|-------------------|---------------------|---------------------|---------------------|

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              | \$15,000.00             | \$19,042.00                  | \$34,042.00             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$11,954.00                  | \$11,954.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$2,989.00                   | \$2,989.00              |
|               |                                | <b>Subtotal</b>   | <b>\$15,000.00</b>      | <b>\$33,985.00</b>           | <b>\$48,985.00</b>      |

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              | \$7,226.00              | \$0.00                       | \$7,226.00              |
| 102-500731    | Contracts for Program Services | 2015              | \$4,317.00              | \$0.00                       | \$4,317.00              |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$7,969.00                   | \$7,969.00              |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$1,992.00                   | \$1,992.00              |
|               |                                | <b>Subtotal</b>   | <b>\$11,543.00</b>      | <b>\$9,961.00</b>            | <b>\$21,504.00</b>      |

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              | \$3,151.48              | \$0.00                       | \$3,151.48              |
| 102-500731    | Contracts for Program Services | 2015              | \$4,829.52              | \$19,299.00                  | \$24,128.52             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$13,946.00                  | \$13,946.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$3,487.00                   | \$3,487.00              |
|               |                                | <b>Subtotal</b>   | <b>\$7,981.00</b>       | <b>\$36,732.00</b>           | <b>\$44,713.00</b>      |

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              | \$6,232.12              | \$0.00                       | \$6,232.12              |
| 102-500731    | Contracts for Program Services | 2015              | \$16,267.88             | \$13,110.00                  | \$29,377.88             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$13,946.00                  | \$13,946.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$3,487.00                   | \$3,487.00              |
|               |                                | <b>Subtotal</b>   | <b>\$22,500.00</b>      | <b>\$30,543.00</b>           | <b>\$53,043.00</b>      |

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              | \$7,851.64              | \$0.00                       | \$7,851.64              |
| 102-500731    | Contracts for Program Services | 2015              | \$2,766.36              | \$12,406.00                  | \$15,172.36             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$8,965.00                   | \$8,965.00              |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$2,241.00                   | \$2,241.00              |
|               |                                | <b>Subtotal</b>   | <b>\$10,618.00</b>      | <b>\$23,612.00</b>           | <b>\$34,230.00</b>      |

**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              | \$6,565.93              | \$0.00                       | \$6,565.93              |
| 102-500731    | Contracts for Program Services | 2015              | \$4,953.07              | \$19,299.00                  | \$24,252.07             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$13,946.00                  | \$13,946.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$3,487.00                   | \$3,487.00              |
|               |                                | <b>Subtotal</b>   | <b>\$11,519.00</b>      | <b>\$36,732.00</b>           | <b>\$48,251.00</b>      |

**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              | \$11,543.00             | \$23,434.00                  | \$34,977.00             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$16,934.00                  | \$16,934.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$4,234.00                   | \$4,234.00              |
|               |                                | <b>Subtotal</b>   | <b>\$11,543.00</b>      | <b>\$44,602.00</b>           | <b>\$56,145.00</b>      |

**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              | \$2,818.31              | \$0.00                       | \$2,818.31              |
| 102-500731    | Contracts for Program Services | 2015              | \$2,991.69              | \$16,542.00                  | \$19,533.69             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$11,954.00                  | \$11,954.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$2,989.00                   | \$2,989.00              |
|               |                                | <b>Subtotal</b>   | <b>\$5,810.00</b>       | <b>\$31,485.00</b>           | <b>\$37,295.00</b>      |

|                   |                    |                     |                     |
|-------------------|--------------------|---------------------|---------------------|
| <b>Total 8888</b> | <b>\$96,514.00</b> | <b>\$247,652.00</b> | <b>\$344,166.00</b> |
|-------------------|--------------------|---------------------|---------------------|

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

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

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

**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                  | \$71,028.00                  | \$71,028.00             |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$75,000.00                  | \$75,000.00             |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$0.00                       | \$0.00                  |
|               |                                | <b>Subtotal</b>   | <b>\$0.00</b>           | <b>\$146,028.00</b>          | <b>\$146,028.00</b>     |

**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                  | \$0.00                       | \$0.00                  |
| 102-500731    | Contracts for Program Services | 2015              | \$0.00                  | \$0.00                       | \$0.00                  |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$0.00                       | \$0.00                  |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$0.00                       | \$0.00                  |
|               |                                | <b>Subtotal</b>   | \$0.00                  | \$0.00                       | \$0.00                  |

**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              | \$500,000.00            | \$0.00                       | \$500,000.00            |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$0.00                       | \$0.00                  |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$0.00                       | \$0.00                  |
|               |                                | <b>Subtotal</b>   | \$500,000.00            | \$0.00                       | \$500,000.00            |

**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                  | \$0.00                       | \$0.00                  |
| 102-500731    | Contracts for Program Services | 2015              | \$0.00                  | \$0.00                       | \$0.00                  |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$0.00                       | \$0.00                  |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$0.00                       | \$0.00                  |
|               |                                | <b>Subtotal</b>   | \$0.00                  | \$0.00                       | \$0.00                  |

**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                  | \$0.00                       | \$0.00                  |
| 102-500731    | Contracts for Program Services | 2015              | \$0.00                  | \$0.00                       | \$0.00                  |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$0.00                       | \$0.00                  |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$0.00                       | \$0.00                  |
|               |                                | <b>Subtotal</b>   | \$0.00                  | \$0.00                       | \$0.00                  |

**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                  |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$0.00                       | \$0.00                  |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$0.00                       | \$0.00                  |
|               |                                | <b>Subtotal</b>   | \$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                  | \$0.00                       | \$0.00                  |
| 102-500731    | Contracts for Program Services | 2015              | \$0.00                  | \$0.00                       | \$0.00                  |
| 102-500731    | Contracts for Program Services | 2016              | \$0.00                  | \$0.00                       | \$0.00                  |
| 102-500731    | Contracts for Program Services | 2017              | \$0.00                  | \$0.00                       | \$0.00                  |
|               |                                | <b>Subtotal</b>   | \$0.00                  | \$0.00                       | \$0.00                  |

|                   |                     |                     |                     |
|-------------------|---------------------|---------------------|---------------------|
| <b>Total 2985</b> | <b>\$500,000.00</b> | <b>\$146,028.00</b> | <b>\$646,028.00</b> |
|-------------------|---------------------|---------------------|---------------------|

Summary by Vendor by Year

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

|  |  | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|--|--|-------------------|-------------------------|------------------------------|-------------------------|
|  |  | 2014              | \$156,501.87            | \$0.00                       | \$156,501.87            |
|  |  | 2015              | \$360,025.13            | \$22,042.00                  | \$382,067.13            |
|  |  | 2016              | \$0.00                  | \$322,550.00                 | \$322,550.00            |
|  |  | 2017              | \$0.00                  | \$80,638.00                  | \$80,638.00             |
|  |  | <b>Subtotal</b>   | <b>\$516,527.00</b>     | <b>\$425,230.00</b>          | <b>\$941,757.00</b>     |

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

|  |  | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|--|--|-------------------|-------------------------|------------------------------|-------------------------|
|  |  | 2014              | \$129,202.00            | \$0.00                       | \$129,202.00            |
|  |  | 2015              | \$245,113.00            | \$74,028.00                  | \$319,141.00            |
|  |  | 2016              | \$0.00                  | \$316,265.00                 | \$316,265.00            |
|  |  | 2017              | \$0.00                  | \$60,317.00                  | \$60,317.00             |
|  |  | <b>Subtotal</b>   | <b>\$374,315.00</b>     | <b>\$450,610.00</b>          | <b>\$824,925.00</b>     |

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

|  |  | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|--|--|-------------------|-------------------------|------------------------------|-------------------------|
|  |  | 2014              | \$199,317.92            | \$0.00                       | \$199,317.92            |
|  |  | 2015              | \$624,873.08            | \$25,299.00                  | \$650,172.08            |
|  |  | 2016              | \$0.00                  | \$571,286.00                 | \$571,286.00            |
|  |  | 2017              | \$0.00                  | \$142,822.00                 | \$142,822.00            |
|  |  | <b>Subtotal</b>   | <b>\$824,191.00</b>     | <b>\$739,407.00</b>          | <b>\$1,563,598.00</b>   |

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

|  |  | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|--|--|-------------------|-------------------------|------------------------------|-------------------------|
|  |  | 2014              | \$232,647.19            | \$0.00                       | \$232,647.19            |
|  |  | 2015              | \$964,899.81            | \$19,110.00                  | \$984,009.81            |
|  |  | 2016              | \$0.00                  | \$439,315.00                 | \$439,315.00            |
|  |  | 2017              | \$0.00                  | \$109,828.00                 | \$109,828.00            |
|  |  | <b>Subtotal</b>   | <b>\$1,197,547.00</b>   | <b>\$568,253.00</b>          | <b>\$1,765,800.00</b>   |

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

|  |  | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|--|--|-------------------|-------------------------|------------------------------|-------------------------|
|  |  | 2014              | \$158,317.83            | \$0.00                       | \$158,317.83            |
|  |  | 2015              | \$327,745.17            | \$18,406.00                  | \$346,151.17            |
|  |  | 2016              | \$0.00                  | \$312,002.00                 | \$312,002.00            |
|  |  | 2017              | \$0.00                  | \$78,001.00                  | \$78,001.00             |
|  |  | <b>Subtotal</b>   | <b>\$486,063.00</b>     | <b>\$408,409.00</b>          | <b>\$894,472.00</b>     |

**Lakes Region Partnership for Public Health (Vendor # 165635)**

|  |  | State Fiscal Year | Current Modified Budget | Increased (Decreased) Budget | Revised Modified Budget |
|--|--|-------------------|-------------------------|------------------------------|-------------------------|
|  |  | 2014              | \$240,451.81            | \$0.00                       | \$240,451.81            |
|  |  | 2015              | \$461,106.19            | \$25,299.00                  | \$486,405.19            |
|  |  | 2016              | \$0.00                  | \$461,280.00                 | \$461,280.00            |
|  |  | 2017              | \$0.00                  | \$115,321.00                 | \$115,321.00            |
|  |  | <b>Subtotal</b>   | <b>\$701,558.00</b>     | <b>\$601,900.00</b>          | <b>\$1,303,458.00</b>   |

**Monadnock Collaborative (Vendor # 159303)**

|  |  | <b>State Fiscal<br/>Year</b> | <b>Current Modified<br/>Budget</b> | <b>Increased (Decreased)<br/>Budget</b> | <b>Revised Modified Budget</b> |
|--|--|------------------------------|------------------------------------|-----------------------------------------|--------------------------------|
|  |  | 2014                         | \$208,786.33                       | \$0.00                                  | \$208,786.33                   |
|  |  | 2015                         | \$674,042.67                       | \$29,434.00                             | \$703,476.67                   |
|  |  | 2016                         | \$0.00                             | \$596,566.00                            | \$596,566.00                   |
|  |  | 2017                         | \$0.00                             | \$149,142.00                            | \$149,142.00                   |
|  |  | <b>Subtotal</b>              | <b>\$882,829.00</b>                | <b>\$775,142.00</b>                     | <b>\$1,657,971.00</b>          |

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

|  |  | <b>State Fiscal<br/>Year</b> | <b>Current Modified<br/>Budget</b> | <b>Increased (Decreased)<br/>Budget</b> | <b>Revised Modified Budget</b> |
|--|--|------------------------------|------------------------------------|-----------------------------------------|--------------------------------|
|  |  | 2014                         | \$95,044.14                        | \$0.00                                  | \$95,044.14                    |
|  |  | 2015                         | \$198,105.86                       | \$19,542.00                             | \$217,647.86                   |
|  |  | 2016                         | \$0.00                             | \$190,703.00                            | \$190,703.00                   |
|  |  | 2017                         | \$0.00                             | \$47,678.00                             | \$47,678.00                    |
|  |  | <b>Subtotal</b>              | <b>\$293,150.00</b>                | <b>\$257,923.00</b>                     | <b>\$551,073.00</b>            |

|                          |      |                       |                       |                       |
|--------------------------|------|-----------------------|-----------------------|-----------------------|
| <b>Grand Total SFY14</b> | 2014 | <b>\$1,420,269.09</b> | <b>\$0.00</b>         | <b>\$1,420,269.09</b> |
| <b>Grand Total SFY15</b> | 2015 | <b>\$3,855,910.91</b> | <b>\$233,160.00</b>   | <b>\$4,089,070.91</b> |
| <b>Grand Total SFY16</b> | 2016 | <b>\$0.00</b>         | <b>\$3,209,967.00</b> | <b>\$3,209,967.00</b> |
| <b>Grand Total SFY17</b> | 2017 | <b>\$0.00</b>         | <b>\$783,747.00</b>   | <b>\$783,747.00</b>   |
| <b>Total Contract</b>    |      | <b>\$5,276,180.00</b> | <b>\$4,226,874.00</b> | <b>\$9,503,054.00</b> |



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the New Hampshire ServiceLink Resource Centers Program Contract**

This second Amendment to the New Hampshire ServiceLink Resource Centers Program contract (hereinafter referred to as "Amendment #2") dated March 30, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Behavioral Health and Developmental Services of Strafford County, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 113 Crosby Road, Dover, NH, 03820.

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

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;

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

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

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read: \$824,925.
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read:  
Eric Borrin, Director Contracts and Procurement
4. Form P-37, General Provisions, Item 1.10, to read: (603) 271-9558.
5. Delete Exhibit A Scope of Services and replace with Exhibit A Amendment #1 Scope of Services.
6. Delete Exhibit A-1 Scope of Services.
7. Delete Exhibit B Amendment #1, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #2, Method and Conditions Precedent to Payment.
8. Delete Exhibit B-7 and replace with Exhibit B-7 Amendment #1.
9. Add Exhibit B-14, Exhibit B-15, Exhibit B-16, and Exhibit B-17
10. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
11. Delete Standard Exhibit C-1, Additional Special Provisions and replace with Exhibit C-1, Revisions To General Provisions.



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

---

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



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

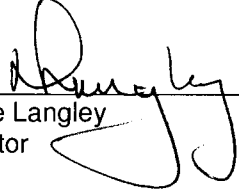


This amendment shall be effective upon the date of Governor and Executive Council approval.

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

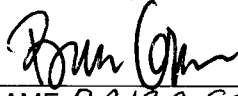
State of New Hampshire  
Department of Health and Human Services

4/11/15  
Date

  
Diane Langley  
Director

Behavioral Health and Developmental Services of  
Strafford County, Inc.

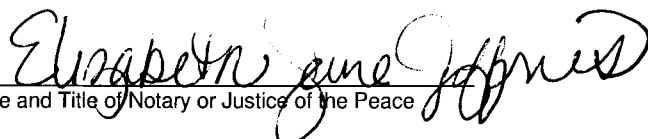
4/3/15  
Date

  
NAME BRIAN COLLINS  
TITLE EXECUTIVE DIRECTOR

Acknowledgement:

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

Signature of Notary Public or Justice of the Peace

  
Name and Title of Notary or Justice of the Peace

**Elizabeth Jane Jeffries  
New Hampshire Notary Public  
Comm. Expires 12/04/2018**

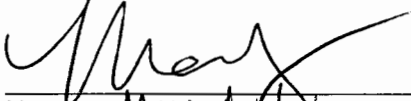


**New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program**

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

OFFICE OF THE ATTORNEY GENERAL

Date 4/20/15

  
Name: Megan A. Gade  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED FOR THE  
GOVERNOR AND EXECUTIVE COUNCIL  
DATE: 4/20/15



Exhibit A Amendment #1

Scope of Services

1. Purpose

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

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

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

1.1. Definitions

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

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

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

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

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

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

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

**Quarter:** A quarter is defined as: July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

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

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



Exhibit A Amendment #1

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

**2. Covered Populations and Services**

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

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

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

**4. ServiceLink Services**

4.1. Information, Referral and Awareness

4.1.1. Outreach and Marketing

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

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

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

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



**Exhibit A Amendment #1**

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

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

**4.2. Options Counseling**

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

**4.3. Streamlined Eligibility Determination for Public Programs**

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



Exhibit A Amendment #1

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

4.3.1. Intake and Screening

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

4.3.1.1. The Contractor shall have their ServiceLink, Community Mental Health and Area Agency Staff who provide Federal No Wrong Door services, trained and cross trained in core ServiceLink functions including but not limited to Information and Referral, Options Counseling, Medicare Counseling, Senior Medicare Patrol, and the New Hampshire Family Care Giver Program and other programs as directed by the Department.

4.3.2. Financial and Functional Eligibility Processes

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

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

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

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

4.3.3. Tracking Eligibility Status

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

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

4.4. Person-Centered Transitions Support

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

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

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



Exhibit A Amendment #1

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



Exhibit A Amendment #1

programs. Contractors are required to maintain existing partnerships as well as to develop new ones as the needs of the target population and the community change over time.

4.6. New Hampshire Family Caregiver Program

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

- 4.6.1. Assign the minimum of one staff person (RSA 161-F:79) to the program who specializes in working with the issues faced by family caregivers and can provide Options Counseling to:
  - 4.6.2. Family caregivers of frail older adults;
  - 4.6.3. Caregivers of individuals with Alzheimer's disease or dementia;
  - 4.6.4. Older caregivers of individuals with disabilities; and
  - 4.6.5. Older grandparents and relatives who are raising a child, or children.
- 4.6.6. Determine eligibility for the caregiver programs.
- 4.6.7. Ensure staff is knowledgeable about community resources that family caregivers can benefit from and can provide appropriate referrals and access assistance to private and public resources.
- 4.6.8. Provide information, assistance, and options counseling to caregivers
- 4.6.9. Provide caregiver training to assist the caregivers in making decisions and solving problems relating to their caregiving roles;
- 4.6.10. Under authorization by DHHS, approve service plans and budgets for respite care and supplemental services to eligible individuals on a limited basis to complement the care provided by caregivers. The Contractor will work with the Department's Financial Management Services contractor to provide bill paying and employer of record services for participants who may choose a family member or respite or supplemental services provider who isn't affiliated with an agency.
- 4.6.11. Offer staff availability for home or community visits with family caregivers for the purposes of assessment (this does not exclude office visits when other options are not practical).
- 4.6.12. Ensure a minimum of one staff member is trained as a class leader in the evidence based curriculum Powerful Tools for Caregivers (PTC) or, at the minimum, ensure that at least two individuals in the geographic area served by the Contractor be trained in the Powerful Tools for Caregivers curriculum. The Contractor shall:
  - 4.6.12.1. Provide a minimum of one (six (6) week session) Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers completing the workshop series.
- 4.6.13. Develop and facilitate a caregiver support group in the absence of an existing support group in the service area; collaborate with existing caregiver support in the area.

4.7. New Hampshire State Health Insurance Assistance Program

The Contractor will provide information, counseling and assistance relating to the procurement of adequate and appropriate health insurance coverage including such topics as Medicare coverage, Medicare Prescription Drug Benefit, Medicare Supplement Plans, and long term care insurance to Medicare eligible persons, their families and caregivers, by providing the following:

- 4.7.1. Personalized counseling to an increasing and diverse number of individual beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.
- 4.7.2. Targeted community outreach to beneficiaries in public forums either under their sponsorship or with community-based partners or coalitions to increase understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
- 4.7.3. Demonstrate an increase and enhance beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage.





Exhibit A Amendment #1

- 4.7.4. Operate SHIP in accordance to SHIP Standard Operating Guidance developed and approved by CMS.
- 4.7.5. Recruit, train, and maintain a network of volunteers to help with providing these services at the ServiceLink contractor sites.

4.8. Senior Medicare Patrol Program

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

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

4.9. Veterans Directed Home and Community Based Program

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

- 4.9.1. Develop and implement a Veterans Directed Home and Community Based (VDHCB) program to provide the services described in Section 4.9.2, in the following ways:
  - 4.9.1.1. Enter into a provider agreement with the White River Junction Veteran's Administration Medical Center (WRJ VAMC), Vermont and/or the Manchester Veteran's Administration Medical Center (Manchester VAMC). The provider agreement is to be based on the Memorandum of Agreement between the Department and the WRJ and/or Manchester VAMC. Under the provider Agreement, the Contractor shall work with the WRJ VAMC and/or the Manchester VAMC and shall be responsible for the service coordination as defined in Section 4.9.2 below.



Exhibit A Amendment #1

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



Exhibit A Amendment #1

to meet the needs to the Veteran to remain in the home and community. The Contractor shall submit the Veteran's plan of care with types of services to the VAMC for approval. The Contractor must obtain budget approval of plan of care from the VAMC before the Veteran receives VD-HCBS supports and services. The Contractor shall comply with the VAMC and the Department's program and policies guide for linking Veterans with needed Long term services and supports and making mutual referrals.

- 4.9.2.2. Provide or maintain the contract with an agency to provide financial management services. Seek reimbursements for service coordination through the VAMC defined in Section 4.9.1. Once the program has been established, the VAMC will, under their provider agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services.

4.9.3. Ensure the following:

- 4.9.3.1. All Veterans referred to the program from the VAMCs are contacted within 3 business days of the referral to ServiceLink contractor to set up a date for assessment.
- 4.9.3.2. 100% of services provided are based on the needs and preferences of the participating Veteran.
- 4.9.3.3. Veterans enrolled in the program decide what mix of goods and services will best meet their needs for long term care support.
- 4.9.3.4. Of the Veterans served, there will be a 90 % or better, consumer satisfaction rate.
- 4.9.4. Comply with procedures for reporting requirements defined by DHHS for monthly "Ticker" reporting requirements defined and required by National VDHCS program administration.
- 4.9.5. Enter contact data into the Refer 7 data base to increase the amount of resources available by geographic area serve Veterans.
- 4.9.6. Ensure that documentation required by both the Department and the VAMC is kept current and submitted according to the program requirements.
- 4.9.7. Participate in continuous process improvement activities with the Department and/or the VAMC to evaluate and improve the quality of the program and its policies and processes by attending meetings, trainings, to include monthly VDHCS Faculty Calls, and related conference calls.
- 4.9.8. Participate in trainings that aim to improve knowledge of military culture and other related trainings to enhance competencies required to serve our military family and service member population.

4.10. Medicare Improvements for Patients and Providers Act (MIPPA).

The Contractor shall provide Medicare Improvements for Patients and Providers Act (MIPPA), services through as follows:

4.10.1. Provide MIPPA services to assist Medicare beneficiaries to:

- 4.10.1.1. Reduce Medicare cost share expenses for people with limited income by enrolling beneficiaries into the low-income subsidy (LIS) and Medicare Savings Programs (MSP); and enrolling beneficiaries in Medicare Part D prescription coverage.
- 4.10.1.2. Increase wellness and prevent illnesses among all Medicare beneficiaries by increasing and promoting awareness of Medicare's preventive and screening services.
- 4.10.1.3. Promote the Medicare programs described in Section 4.10.1.1 by conducting outreach and education to increase the number of people enrolled into these programs. To assist the Department in determining the outreach and education strategies to implement in the specific geographic area, the contractor shall complete assessments and analysis to determine the effectiveness of informing Medicare beneficiaries and having them enroll in the programs. Specifically the contractor shall:



Exhibit A Amendment #1

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



Exhibit A Amendment #1

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

**5. Operational Functions**

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

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



Exhibit A Amendment #1

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

**6. Quality Assurance and Continuous Quality Improvement**

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



Exhibit A Amendment #1

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

| Program Reporting Data Requirement                            | Data Source                                  |
|---------------------------------------------------------------|----------------------------------------------|
| <b>Program Requirements</b>                                   |                                              |
| Adherence to all minimum program and operational requirements | Contract review assessment tool, site visits |



Exhibit A Amendment #1

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





Exhibit A Amendment #1

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



Exhibit A Amendment #1

| Program Reporting Data Requirement                                                                                                                                                        | Data Source |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Report strategies and describe partnerships that are consistent with BEAS' work plan submitted to ACL, the SMART FACTS reporting system, OIG monitoring elements, and ACL's performances. | Workplan    |
| Timely reporting of all SMP activities based on the Office of Investigation's (OIG) reporting elements that are entered into the SMART FACTS database.                                    | SMART FACTS |

**8. Staffing**

**8.1. Standards**

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

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



Exhibit A Amendment #1

requirements. If agencies use standardized performance review forms an addendum to this process must be established in order to be in compliance with program requirements.

8.2. The Contractor shall commit staff for the following positions:

8.2.1. Program Management

Contractor shall be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight. The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the DHHS ServiceLink Resource Center Program Manager.

8.2.1.1. Required Certification:

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
- Obtain training and certification in Options Counseling within 6 months of hire
- SHIP/SMP certification

8.2.2. Information, Referral, & Assistance and Awareness

The position links individuals who need assistance with appropriate service providers and/or supplies descriptive information about the agencies or organizations, which offer services.

8.2.2.1. Required Certification;

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
- Obtain certification as a State Health Insurance Assistance Program (SHIP)
- Senior Medicare Patrol (SMP) Counselor within year of hire. Training for this Certification must begin within 6 months of hire.

8.2.3. Options Counseling and Person Centered Transition Support

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

8.2.3.1. Required Certification:

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

8.2.4. Options Counseling: Caregiver Specialist

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

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



Exhibit A Amendment #1

- Data collection, reporting.

8.2.4.1. Required Certification:

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

8.2.5. State Health Insurance Assistance Program (SHIP)

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

8.2.5.1. Required Certification:

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

8.2.6. Senior Medicare Patrol Program (SMP)

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

8.2.6.1. Required Certification

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

**9. Work Plan**

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

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

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

**10. Cultural Considerations:**

The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their



**Exhibit A Amendment #1**

programs and/or services, within ten (10) days of the effective date of Amendment #2 to the Agreement.

**11. Privacy and Security of Client Information**

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

**12. E-Studio**

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

**13. Contract Monitoring**

- 13.1. The Contractor shall:
- 13.2. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 13.3. Ensure the Department is provided with access that includes but is not limited to:
  - 13.3.1. Data
  - 13.3.2. Financial records
  - 13.3.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 13.3.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 13.3.5. Scheduled phone access to Contractor principals and staff



**Exhibit B - Amendment #2**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, in accordance with the budgets defined in Section 5 below, for the services provided by the Contractor pursuant to Exhibit A, Amendment #1 Scope of Services.
2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

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

- 2.1. The Contractor agrees to provide the services in Exhibit A, Amendment #1, Scope of Services in compliance with funding requirements.

3. Account Numbers in Block 1.6 of the General Provisions of this Agreement, Form P-37 as follows:

| Grant                                                                          | State Account Number                |
|--------------------------------------------------------------------------------|-------------------------------------|
| NH State General Funds                                                         | 05-95-48-481010-95650000-102-500731 |
| Social Services Block Grant                                                    | 05-95-48-481010-92550000-545-500387 |
| Medicaid                                                                       | 05-95-48-481510-61800000-550-500398 |
| Aging and Disability Resource Center Options<br>Counseling Enhancement Program | 05-95-48-481010-78720000-072-500575 |
| Family Caregiver Support<br>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<br>Medicare Beneficiaries (MIPPA)           | 05-95-48-481010-88880000-102-500731 |
| Balancing Incentive Program                                                    | 05-95-49-490510-29850000-102-500731 |



## Exhibit B - Amendment #2

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

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

The invoice must be submitted to:

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

5. Payment for contracted services will be made cost reimbursement basis only, for allowable expenses based on budgets identified as Exhibits B-1 through Exhibits B-15. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form.

5.1. Payment for contracted services shall be made on cost reimbursement basis only, for allowable expenses based on the budgets identified as Exhibit B-16 and Exhibit B-17 and in accordance with the Department approved individual program budgets.

5.2. The Contractor will provide invoices on Department supplied forms.

5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

6. The Contractor shall submit to the Department the subcontractor's budget for review and approval. The Contractor shall submit to the Department copies of their invoices and the subcontractor's invoices for actual expenses that support the requests for reimbursement.

7. The Information, Referral, and Awareness Program Budgets Exhibit B-1 and B-6 Contract Share is funded by various sources as a percentage of the total as follows:

7.1. NH State General Funds SFY14: 47% SFY15: 49%

7.2. Social Services Block Grant SFY14: 15% SFY15: 14%

7.3. Medicaid SFY14: 38% SFY15: 37%

8. The Options Counseling and Person Centered Transition Support Programs Budgets Exhibit B-2 and B-7 Contract Share is funded by various sources as a percentage of the total as follows:

8.1. Medicaid SFY14: 64% SFY15: 88%

8.2. ADRC Grant SFY14: 36% SFY15: 12%

9. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibit B-1 through B-17 Budgets, to adjust amounts within the budgets and between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

11. Community Support Requirement: When the Contractor elects to provide additional funding toward the cost of the programs, then the Contractor is obligated to fund the difference between the total 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.



## Exhibit B - Amendment #2

12. The Contractor shall complete Time Sheets for staff as instructed and on forms provided by THE DEPARTMENT.
13. Financial Reporting Requirements: The Contractor shall submit Monthly Financial Reports to THE DEPARTMENT upon request.
14. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Monthly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.
15. Veterans Directed Home and Community Based Program: The funding is from July 1, 2014 to June 30, 2015 for the purposes of developing and implementing the program as defined in Section 4.9.1 of Exhibit A, Amendment #1. Once the program is operational, the contractor shall continue providing the scope of work as defined in Sections 4.9.2 through 4.9.8 of Exhibit A, Amendment #1, without funding from the Department.
16. The Balancing Incentive Program Funds will fund the scope of work in in Exhibit A Amendment #1 for:
  - 16.1. Section 4.3.11 from the effective date of Amendment #2 of this Agreement through June 30, 2016; and
  - 16.2. Section 4.10 from the effective date of Amendment #2 of this Agreement through June 30, 2015.



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

Bidder/Program Name: Behavioral Health and Developmental Services of Strafford County, Inc.

Budget Request for: Options Counseling and Person Centered Transitions Support Program

(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  | Total            | Direct Incremental       | Indirect Fixed  | Total           | Direct Incremental                                   | Indirect Fixed  | Total            |
| 1. Total Salary/Wages                   | \$ 35,438          | \$ -            | \$ 35,438        | \$ 1,430                 | \$ -            | \$ 1,430        | \$ 34,008                                            | \$ -            | \$ 34,008        |
| 2. Employee Benefits                    | \$ 17,347          | \$ -            | \$ 17,347        | \$ 706                   | \$ -            | \$ 706          | \$ 16,641                                            | \$ -            | \$ 16,641        |
| 3. Consultants                          | \$ -               | \$ 250          | \$ 250           | \$ -                     | \$ 250          | \$ 250          | \$ -                                                 | \$ -            | \$ -             |
| 4. Equipment:                           | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -            | \$ -                                                 | \$ -            | \$ -             |
| Rental                                  | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -            | \$ -                                                 | \$ -            | \$ -             |
| Repair and Maintenance                  | \$ -               | \$ 625          | \$ 625           | \$ -                     | \$ 625          | \$ 625          | \$ -                                                 | \$ -            | \$ -             |
| Purchase/Depreciation                   | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -            | \$ -                                                 | \$ -            | \$ -             |
| 5. Supplies:                            | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -            | \$ -                                                 | \$ -            | \$ -             |
| Educational                             | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -            | \$ -                                                 | \$ -            | \$ -             |
| Lab                                     | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -            | \$ -                                                 | \$ -            | \$ -             |
| Pharmacy                                | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -            | \$ -                                                 | \$ -            | \$ -             |
| Medical                                 | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -            | \$ -                                                 | \$ -            | \$ -             |
| Office                                  | \$ -               | \$ 1,251        | \$ 1,251         | \$ -                     | \$ 188          | \$ 188          | \$ -                                                 | \$ 1,063        | \$ 1,063         |
| 6. Travel                               | \$ 3,626           | \$ -            | \$ 3,626         | \$ 63                    | \$ -            | \$ 63           | \$ 3,563                                             | \$ -            | \$ 3,563         |
| 7. Occupancy                            | \$ -               | \$ 4,500        | \$ 4,500         | \$ -                     | \$ 450          | \$ 450          | \$ -                                                 | \$ 4,050        | \$ 4,050         |
| 8. Current Expenses                     | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -            | \$ -                                                 | \$ -            | \$ -             |
| Telephone                               | \$ 8,500           | \$ -            | \$ 8,500         | \$ 150                   | \$ -            | \$ 150          | \$ 8,350                                             | \$ -            | \$ 8,350         |
| Postage                                 | \$ 625             | \$ -            | \$ 625           | \$ 625                   | \$ -            | \$ 625          | \$ -                                                 | \$ -            | \$ -             |
| Subscriptions                           | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -            | \$ -                                                 | \$ -            | \$ -             |
| Audit and Legal                         | \$ 250             | \$ -            | \$ 250           | \$ 250                   | \$ -            | \$ 250          | \$ -                                                 | \$ -            | \$ -             |
| Insurance                               | \$ 250             | \$ -            | \$ 250           | \$ 250                   | \$ -            | \$ 250          | \$ -                                                 | \$ -            | \$ -             |
| Board Expenses                          | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -            | \$ -                                                 | \$ -            | \$ -             |
| Software                                | \$ 250             | \$ -            | \$ 250           | \$ 250                   | \$ -            | \$ 250          | \$ -                                                 | \$ -            | \$ -             |
| 9. Marketing/Communications             | \$ 250             | \$ -            | \$ 250           | \$ 250                   | \$ -            | \$ 250          | \$ -                                                 | \$ -            | \$ -             |
| 10. Staff Education and Training        | \$ 250             | \$ -            | \$ 250           | \$ 250                   | \$ -            | \$ 250          | \$ -                                                 | \$ -            | \$ -             |
| 11. Subcontracts/Agreements             | \$ 338             | \$ -            | \$ 338           | \$ 13                    | \$ -            | \$ 13           | \$ 325                                               | \$ -            | \$ 325           |
| 12. Other (specific details mandatory): | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -            | \$ -                                                 | \$ -            | \$ -             |
| 13. Printing                            | \$ 250             | \$ -            | \$ 250           | \$ 250                   | \$ -            | \$ 250          | \$ -                                                 | \$ -            | \$ -             |
| Advertising                             | \$ 250             | \$ -            | \$ 250           | \$ 250                   | \$ -            | \$ 250          | \$ -                                                 | \$ -            | \$ -             |
| <b>TOTAL</b>                            | <b>\$ 67,374</b>   | <b>\$ 6,626</b> | <b>\$ 74,000</b> | <b>\$ 4,487</b>          | <b>\$ 1,513</b> | <b>\$ 6,000</b> | <b>\$ 62,887</b>                                     | <b>\$ 5,113</b> | <b>\$ 68,000</b> |

Indirect As A Percent of Direct

10%

34%

8%

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

Bidder/Program Name: Behavioral Health and Developmental Services of Stratford County, Inc.

Budget Request for: Balancing Incentive Program - Medicare Improvements for Patients and Providers Act  
(Name of Program)

Budget Period: 10/1/14-6/30/15

| Line Item                               | Total Program Cost |                |              | Contractor Share / Match |                |             | Requested Budget to be Funded by DHHS Contract Share |                |              |
|-----------------------------------------|--------------------|----------------|--------------|--------------------------|----------------|-------------|------------------------------------------------------|----------------|--------------|
|                                         | Direct Incremental | Indirect Fixed | Total        | Direct Incremental       | Indirect Fixed | Total       | Direct Incremental                                   | Indirect Fixed | Total        |
| 1. Total Salary/Wages                   | \$ 4,108.80        | \$ -           | \$ 4,108.80  | \$ 276.80                | \$ -           | \$ 276.80   | \$ 3,832.00                                          | \$ -           | \$ 3,832.00  |
| 2. Employee Benefits                    | \$ 1,970.42        | \$ -           | \$ 1,970.42  | \$ 131.42                | \$ -           | \$ 131.42   | \$ 1,839.00                                          | \$ -           | \$ 1,839.00  |
| 3. Consultants                          | \$ -               | \$ 69.20       | \$ 69.20     | \$ -                     | \$ 69.20       | \$ 69.20    | \$ -                                                 | \$ -           | \$ -         |
| 4. Equipment:                           | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 5. Rental                               | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 6. Repair and Maintenance               | \$ -               | \$ 103.81      | \$ 103.81    | \$ -                     | \$ 103.81      | \$ 103.81   | \$ -                                                 | \$ -           | \$ -         |
| 7. Purchase/Depreciation                | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 8. Supplies:                            | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 9. Educational                          | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 10. Lab                                 | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 11. Pharmacy                            | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 12. Medical                             | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 13. Office                              | \$ -               | \$ 69.21       | \$ 69.21     | \$ -                     | \$ 69.21       | \$ 69.21    | \$ -                                                 | \$ -           | \$ -         |
| 14. Travel                              | \$ 2,559.20        | \$ -           | \$ 2,559.20  | \$ 69.20                 | \$ -           | \$ 69.20    | \$ 2,490.00                                          | \$ -           | \$ 2,490.00  |
| 15. Occupancy                           | \$ -               | \$ 69.21       | \$ 69.21     | \$ -                     | \$ 69.21       | \$ 69.21    | \$ -                                                 | \$ -           | \$ -         |
| 16. Current Expenses                    | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 17. Telephone                           | \$ 479.90          | \$ -           | \$ 479.90    | \$ 96.90                 | \$ -           | \$ 96.90    | \$ 383.00                                            | \$ -           | \$ 383.00    |
| 18. Postage                             | \$ 192.00          | \$ -           | \$ 192.00    | \$ -                     | \$ -           | \$ -        | \$ 192.00                                            | \$ -           | \$ 192.00    |
| 19. Subscriptions                       | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 20. Audit and Legal                     | \$ 34.60           | \$ -           | \$ 34.60     | \$ 34.60                 | \$ -           | \$ 34.60    | \$ -                                                 | \$ -           | \$ -         |
| 21. Insurance                           | \$ 69.21           | \$ -           | \$ 69.21     | \$ 69.21                 | \$ -           | \$ 69.21    | \$ -                                                 | \$ -           | \$ -         |
| 22. Board Expenses                      | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 23. Software                            | \$ 34.60           | \$ -           | \$ 34.60     | \$ 34.60                 | \$ -           | \$ 34.60    | \$ -                                                 | \$ -           | \$ -         |
| 24. Marketing/Communications            | \$ 545.60          | \$ -           | \$ 545.60    | \$ 34.60                 | \$ -           | \$ 34.60    | \$ 511.00                                            | \$ -           | \$ 511.00    |
| 25. Staff Education and Training        | \$ 457.00          | \$ -           | \$ 457.00    | \$ -                     | \$ -           | \$ -        | \$ 457.00                                            | \$ -           | \$ 457.00    |
| 26. Subcontracts/Agreements             | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 27. Other (specific details mandatory): | \$ -               | \$ 1,324.00    | \$ 1,324.00  | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ 1,324.00    | \$ 1,324.00  |
| TOTAL                                   | \$ 10,451.33       | \$ 1,635.43    | \$ 12,086.76 | \$ 747.33                | \$ 311.43      | \$ 1,058.76 | \$ 9,704.00                                          | \$ 1,324.00    | \$ 11,028.00 |
| Indirect As A Percent of Direct         |                    |                | 15.6%        |                          |                | 41.7%       |                                                      |                | 13.6%        |

B/C  
4-3-15

**Budget Period: Upon Governor and Executive Council Approval to June 30, 2015**

| 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                   | \$ 32,930.00       | \$ -           | \$ 32,930.00 | \$ 1,430                 | \$ -           | \$ 1,430    | \$ 31,500                                            | \$ -           | \$ 31,500    |
| 2. Employee Benefits                    | \$ 16,159.00       | \$ -           | \$ 16,159.00 | \$ 715                   | \$ -           | \$ 715      | \$ 15,444                                            | \$ -           | \$ 15,444    |
| 3. Consultants                          | \$ 240.00          | \$ 240.00      | \$ 480.00    | \$ -                     | \$ 240         | \$ 240      | \$ -                                                 | \$ 240         | \$ 240       |
| 4. Equipment Rental                     | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| Repair and Maintenance                  | \$ -               | \$ 600.00      | \$ 600.00    | \$ -                     | \$ 600         | \$ 600      | \$ -                                                 | \$ 600         | \$ 600       |
| Purchase/Depreciation                   | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 5. Supplies:                            | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| Educational                             | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| Lab                                     | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| Pharmacy                                | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| Medical                                 | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| Office                                  | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 6. Travel                               | \$ 645.00          | \$ 1,304.00    | \$ 1,949.00  | \$ 60                    | \$ 200         | \$ 260      | \$ 585                                               | \$ 1,104       | \$ 1,689     |
| 7. Occupancy                            | \$ -               | \$ 4,665.00    | \$ 4,665.00  | \$ -                     | \$ 460         | \$ 460      | \$ -                                                 | \$ 4,205       | \$ 4,205     |
| 8. Current Expenses                     | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| Telephone                               | \$ 6,975.00        | \$ -           | \$ 6,975.00  | \$ 150                   | \$ -           | \$ 150      | \$ 6,825                                             | \$ -           | \$ 6,825     |
| Postage                                 | \$ 620.00          | \$ -           | \$ 620.00    | \$ 60                    | \$ -           | \$ 60       | \$ 560                                               | \$ -           | \$ 560       |
| Subscriptions                           | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| Audit and Legal                         | \$ 250.00          | \$ -           | \$ 250.00    | \$ 250                   | \$ -           | \$ 250      | \$ -                                                 | \$ -           | \$ -         |
| Insurance                               | \$ 250.00          | \$ -           | \$ 250.00    | \$ 250                   | \$ -           | \$ 250      | \$ -                                                 | \$ -           | \$ -         |
| Board Expenses                          | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 9. Software                             | \$ 250.00          | \$ -           | \$ 250.00    | \$ 250                   | \$ -           | \$ 250      | \$ -                                                 | \$ -           | \$ -         |
| 10. Marketing/Communications            | \$ 250.00          | \$ -           | \$ 250.00    | \$ 250                   | \$ -           | \$ 250      | \$ -                                                 | \$ -           | \$ -         |
| 11. Staff Education and Training        | \$ 862.00          | \$ -           | \$ 862.00    | \$ 525                   | \$ 525         | \$ 1,050    | \$ 337                                               | \$ -           | \$ 337       |
| 12. Subcontracts/Agreements             | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| 13. Other (specific details mandatory): | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -         |
| TOTAL                                   | \$ 59,191.00       | \$ 6,809.00    | \$ 66,000.00 | \$ 4,500.00              | \$ 1,500.00    | \$ 6,000.00 | \$ 54,691.00                                         | \$ 5,309.00    | \$ 60,000.00 |
| Indirect As A Percent of Direct         |                    | 11.5%          |              |                          | 33.3%          |             |                                                      | 9.7%           |              |

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

Contractor Name: Behavioral Health and Developmental Services of Stratford County, Inc.  
Program Name: ServiceLink Resource Center

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

| Line Item                              | Total Program Cost |           |            | Contractor Share / Match |           |           | Requested Budget to be Funded by DHS Contract Share |            |            |
|----------------------------------------|--------------------|-----------|------------|--------------------------|-----------|-----------|-----------------------------------------------------|------------|------------|
|                                        | Direct             | Indirect  | Total      | Direct                   | Indirect  | Total     | Incremental                                         | Fixed      | Total      |
| 1. Total Salary/Wages                  | \$ 177,968         | \$ -      | \$ 177,968 | \$ 7,420                 | \$ -      | \$ 7,420  | \$ -                                                | \$ 170,548 | \$ 170,548 |
| 2. Employee Benefits                   | \$ 80,644          | \$ -      | \$ 80,644  | \$ 3,390                 | \$ -      | \$ 3,390  | \$ -                                                | \$ 77,254  | \$ 77,254  |
| 3. Consultants                         | \$ 280             | \$ 1,280  | \$ 1,560   | \$ 260                   | \$ 1,280  | \$ 1,540  | \$ -                                                | \$ -       | \$ -       |
| 4. Equipment:                          | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -      | \$ -      | \$ -                                                | \$ -       | \$ -       |
| Rental                                 | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -      | \$ -      | \$ -                                                | \$ -       | \$ -       |
| Repair and Maintenance                 | \$ -               | \$ 3,181  | \$ 3,181   | \$ -                     | \$ 3,181  | \$ 3,181  | \$ -                                                | \$ -       | \$ -       |
| Purchase/Depreciation                  | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -      | \$ -      | \$ -                                                | \$ -       | \$ -       |
| 5. Supplies:                           | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -      | \$ -      | \$ -                                                | \$ -       | \$ -       |
| Educational                            | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -      | \$ -      | \$ -                                                | \$ -       | \$ -       |
| Lab                                    | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -      | \$ -      | \$ -                                                | \$ -       | \$ -       |
| Pharmacy                               | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -      | \$ -      | \$ -                                                | \$ -       | \$ -       |
| Medical                                | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -      | \$ -      | \$ -                                                | \$ -       | \$ -       |
| Office                                 | \$ 23              | \$ 6,751  | \$ 6,774   | \$ 23                    | \$ 6,751  | \$ 6,774  | \$ -                                                | \$ -       | \$ -       |
| 6. Travel                              | \$ 5,060           | \$ -      | \$ 5,060   | \$ 339                   | \$ -      | \$ 339    | \$ -                                                | \$ 4,721   | \$ 4,721   |
| 7. Occupancy                           | \$ -               | \$ 24,085 | \$ 24,085  | \$ -                     | \$ 24,085 | \$ 24,085 | \$ -                                                | \$ -       | \$ -       |
| 8. Current Expenses                    | \$ 55              | \$ -      | \$ 55      | \$ 55                    | \$ -      | \$ 55     | \$ -                                                | \$ -       | \$ -       |
| Telephone                              | \$ 34,430          | \$ -      | \$ 34,430  | \$ 698                   | \$ -      | \$ 698    | \$ -                                                | \$ 33,732  | \$ 33,732  |
| Postage                                | \$ 2,214           | \$ 1,125  | \$ 3,339   | \$ 2,076                 | \$ 1,125  | \$ 3,201  | \$ -                                                | \$ 138     | \$ 138     |
| Subscriptions                          | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -      | \$ -      | \$ -                                                | \$ -       | \$ -       |
| Audit and Legal                        | \$ 827             | \$ 450    | \$ 1,277   | \$ 827                   | \$ 450    | \$ 1,277  | \$ -                                                | \$ -       | \$ -       |
| Insurance                              | \$ 852             | \$ 450    | \$ 1,302   | \$ 852                   | \$ 450    | \$ 1,302  | \$ -                                                | \$ -       | \$ -       |
| Board Expenses                         | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -      | \$ -      | \$ -                                                | \$ -       | \$ -       |
| 9. Software                            | \$ 827             | \$ 450    | \$ 1,277   | \$ 827                   | \$ 450    | \$ 1,277  | \$ -                                                | \$ -       | \$ -       |
| 10. Marketing/Communications           | \$ 1,197           | \$ 450    | \$ 1,647   | \$ 827                   | \$ 450    | \$ 1,277  | \$ -                                                | \$ 370     | \$ 370     |
| 11. Staff Education and Training       | \$ 2,698           | \$ 23     | \$ 2,721   | \$ 682                   | \$ 23     | \$ 705    | \$ -                                                | \$ 2,016   | \$ 2,016   |
| 12. Subcontracts/Agreements            | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -      | \$ -      | \$ -                                                | \$ -       | \$ -       |
| 13. Other (specify details mandatory): | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -      | \$ -      | \$ -                                                | \$ -       | \$ -       |
| 0                                      | \$ 400             | \$ 450    | \$ 850     | \$ 400                   | \$ 450    | \$ 850    | \$ -                                                | \$ -       | \$ -       |
| 0                                      | \$ 490             | \$ 450    | \$ 940     | \$ 490                   | \$ 450    | \$ 940    | \$ -                                                | \$ -       | \$ -       |
| 0                                      | \$ 90              | \$ 90     | \$ 180     | \$ 90                    | \$ 90     | \$ 180    | \$ -                                                | \$ -       | \$ -       |
| <b>TOTAL</b>                           | \$ 308,035         | \$ 38,132 | \$ 346,167 | \$ 19,256                | \$ 11,648 | \$ 30,904 | \$ 288,778                                          | \$ 27,486  | \$ 316,265 |
| Indirect As A Percent of Direct        | 12.7%              |           |            |                          |           |           |                                                     |            |            |
|                                        | 60.5%              |           |            |                          |           |           |                                                     |            |            |
|                                        | 9.5%               |           |            |                          |           |           |                                                     |            |            |

Contractor Initials: BVC  
Date: 4-3-15

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

Contractor Name: Behavioral Health and Developmental Services of Stratford County, Inc.

Program Name ServiceLink Resource Center

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

| Line Item | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 | 133 | 134 | 135 | 136 | 137 | 138 | 139 | 140 | 141 | 142 | 143 | 144 | 145 | 146 | 147 | 148 | 149 | 150 | 151 | 152 | 153 | 154 | 155 | 156 | 157 | 158 | 159 | 160 | 161 | 162 | 163 | 164 | 165 | 166 | 167 | 168 | 169 | 170 | 171 | 172 | 173 | 174 | 175 | 176 | 177 | 178 | 179 | 180 | 181 | 182 | 183 | 184 | 185 | 186 | 187 | 188 | 189 | 190 | 191 | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 209 | 210 | 211 | 212 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | 234 | 235 | 236 | 237 | 238 | 239 | 240 | 241 | 242 | 243 | 244 | 245 | 246 | 247 | 248 | 249 | 250 | 251 | 252 | 253 | 254 | 255 | 256 | 257 | 258 | 259 | 260 | 261 | 262 | 263 | 264 | 265 | 266 | 267 | 268 | 269 | 270 | 271 | 272 | 273 | 274 | 275 | 276 | 277 | 278 | 279 | 280 | 281 | 282 | 283 | 284 | 285 | 286 | 287 | 288 | 289 | 290 | 291 | 292 | 293 | 294 | 295 | 296 | 297 | 298 | 299 | 300 | 301 | 302 | 303 | 304 | 305 | 306 | 307 | 308 | 309 | 310 | 311 | 312 | 313 | 314 | 315 | 316 | 317 | 318 | 319 | 320 | 321 | 322 | 323 | 324 | 325 | 326 | 327 | 328 | 329 | 330 | 331 | 332 | 333 | 334 | 335 | 336 | 337 | 338 | 339 | 340 | 341 | 342 | 343 | 344 | 345 | 346 | 347 | 348 | 349 | 350 | 351 | 352 | 353 | 354 | 355 | 356 | 357 | 358 | 359 | 360 | 361 | 362 | 363 | 364 | 365 | 366 | 367 | 368 | 369 | 370 | 371 | 372 | 373 | 374 | 375 | 376 | 377 | 378 | 379 | 380 | 381 | 382 | 383 | 384 | 385 | 386 | 387 | 388 | 389 | 390 | 391 | 392 | 393 | 394 | 395 | 396 | 397 | 398 | 399 | 400 | 401 | 402 | 403 | 404 | 405 | 406 | 407 | 408 | 409 | 410 | 411 | 412 | 413 | 414 | 415 | 416 | 417 | 418 | 419 | 420 | 421 | 422 | 423 | 424 | 425 | 426 | 427 | 428 | 429 | 430 | 431 | 432 | 433 | 434 | 435 | 436 | 437 | 438 | 439 | 440 | 441 | 442 | 443 | 444 | 445 | 446 | 447 | 448 | 449 | 450 | 451 | 452 | 453 | 454 | 455 | 456 | 457 | 458 | 459 | 460 | 461 | 462 | 463 | 464 | 465 | 466 | 467 | 468 | 469 | 470 | 471 | 472 | 473 | 474 | 475 | 476 | 477 | 478 | 479 | 480 | 481 | 482 | 483 | 484 | 485 | 486 | 487 | 488 | 489 | 490 | 491 | 492 | 493 | 494 | 495 | 496 | 497 | 498 | 499 | 500 | 501 | 502 | 503 | 504 | 505 | 506 | 507 | 508 | 509 | 510 | 511 | 512 | 513 | 514 | 515 | 516 | 517 | 518 | 519 | 520 | 521 | 522 | 523 | 524 | 525 | 526 | 527 | 528 | 529 | 530 | 531 | 532 | 533 | 534 | 535 | 536 | 537 | 538 | 539 | 540 | 541 | 542 | 543 | 544 | 545 | 546 | 547 | 548 | 549 | 550 | 551 | 552 | 553 | 554 | 555 | 556 | 557 | 558 | 559 | 560 | 561 | 562 | 563 | 564 | 565 | 566 | 567 | 568 | 569 | 570 | 571 | 572 | 573 | 574 | 575 | 576 | 577 | 578 | 579 | 580 | 581 | 582 | 583 | 584 | 585 | 586 | 587 | 588 | 589 | 590 | 591 | 592 | 593 | 594 | 595 | 596 | 597 | 598 | 599 | 600 | 601 | 602 | 603 | 604 | 605 | 606 | 607 | 608 | 609 | 610 | 611 | 612 | 613 | 614 | 615 | 616 | 617 | 618 | 619 | 620 | 621 | 622 | 623 | 624 | 625 | 626 | 627 | 628 | 629 | 630 | 631 | 632 | 633 | 634 | 635 | 636 | 637 | 638 | 639 | 640 | 641 | 642 | 643 | 644 | 645 | 646 | 647 | 648 | 649 | 650 | 651 | 652 | 653 | 654 | 655 | 656 | 657 | 658 | 659 | 660 | 661 | 662 | 663 | 664 | 665 | 666 | 667 | 668 | 669 | 670 | 671 | 672 | 673 | 674 | 675 | 676 | 677 | 678 | 679 | 680 | 681 | 682 | 683 | 684 | 685 | 686 | 687 | 688 | 689 | 690 | 691 | 692 | 693 | 694 | 695 | 696 | 697 | 698 | 699 | 700 | 701 | 702 | 703 | 704 | 705 | 706 | 707 | 708 | 709 | 710 | 711 | 712 | 713 | 714 | 715 | 716 | 717 | 718 | 719 | 720 | 721 | 722 | 723 | 724 | 725 | 726 | 727 | 728 | 729 | 730 | 731 | 732 | 733 | 734 | 735 | 736 | 737 | 738 | 739 | 740 | 741 | 742 | 743 | 744 | 745 | 746 | 747 | 748 | 749 | 750 | 751 | 752 | 753 | 754 | 755 | 756 | 757 | 758 | 759 | 760 | 761 | 762 | 763 | 764 | 765 | 766 | 767 | 768 | 769 | 770 | 771 | 772 | 773 | 774 | 775 | 776 | 777 | 778 | 779 | 780 | 781 | 782 | 783 | 784 | 785 | 786 | 787 | 788 | 789 | 790 | 791 | 792 | 793 | 794 | 795 | 796 | 797 | 798 | 799 | 800 | 801 | 802 | 803 | 804 | 805 | 806 | 807 | 808 | 809 | 810 | 811 | 812 | 813 | 814 | 815 | 816 | 817 | 818 | 819 | 820 | 821 | 822 | 823 | 824 | 825 | 826 | 827 | 828 | 829 | 830 | 831 | 832 | 833 | 834 | 835 | 836 | 837 | 838 | 839 | 840 | 841 | 842 | 843 | 844 | 845 | 846 | 847 | 848 | 849 | 850 | 851 | 852 | 853 | 854 | 855 | 856 | 857 | 858 | 859 | 860 | 861 | 862 | 863 | 864 | 865 | 866 | 867 | 868 | 869 | 870 | 871 | 872 | 873 | 874 | 875 | 876 | 877 | 878 | 879 | 880 | 881 | 882 | 883 | 884 | 885 | 886 | 887 | 888 | 889 | 890 | 891 | 892 | 893 | 894 | 895 | 896 | 897 | 898 | 899 | 900 | 901 | 902 | 903 | 904 | 905 | 906 | 907 | 908 | 909 | 910 | 911 | 912 | 913 | 914 | 915 | 916 | 917 | 918 | 919 | 920 | 921 | 922 | 923 | 924 | 925 | 926 | 927 | 928 | 929 | 930 | 931 | 932 | 933 | 934 | 935 | 936 | 937 | 938 | 939 | 940 | 941 | 942 | 943 | 944 | 945 | 946 | 947 | 948 | 949 | 950 | 951 | 952 | 953 | 954 | 955 | 956 | 957 | 958 | 959 | 960 | 961 | 962 | 963 | 964 | 965 | 966 | 967 | 968 | 969 | 970 | 971 | 972 | 973 | 974 | 975 | 976 | 977 | 978 | 979 | 980 | 981 | 982 | 983 | 984 | 985 | 986 | 987 | 988 | 989 | 990 | 991 | 992 | 993 | 994 | 995 | 996 | 997 | 998 | 999 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 1049 | 1050 | 1051 | 1052 | 1053 | 1054 | 1055 | 1056 | 1057 | 1058 | 1059 | 1060 | 1061 | 1062 | 1063 | 1064 | 1065 | 1066 | 1067 | 1068 | 1069 | 1070 | 1071 | 1072 | 1073 | 1074 | 1075 | 1076 | 1077 | 1078 | 1079 | 1080 | 1081 | 1082 | 1083 | 1084 | 1085 | 1086 | 1087 | 1088 | 1089 | 1090 | 1091 | 1092 | 1093 | 1094 | 1095 | 1096 | 1097 | 1098 | 1099 | 1100 | 1101 | 1102 | 1103 | 1104 | 1105 | 1106 | 1107 | 1108 | 1109 | 1110 | 1111 | 1112 | 1113 | 1114 | 1115 | 1116 | 1117 | 1118 | 1119 | 1120 | 1121 | 1122 | 1123 | 1124 | 1125 | 1126 | 1127 | 1128 | 1129 | 1130 | 1131 | 1132 | 1133 | 1134 | 1135 | 1136 | 1137 | 1138 | 1139 | 1140 | 1141 | 1142 | 1143 | 1144 | 1145 | 1146 | 1147 | 1148 | 1149 | 1150 | 1151 | 1152 | 1153 | 1154 | 1155 | 1156 | 1157 | 1158 | 1159 | 1160 | 1161 | 1162 | 1163 | 1164 | 1165 | 1166 | 1167 | 1168 | 1169 | 1170 | 1171 | 1172 | 1173 | 1174 | 1175 | 1176 | 1177 | 1178 | 1179 | 1180 | 1181 | 1182 | 1183 | 1184 | 1185 | 1186 | 1187 | 1188 | 1189 | 1190 | 1191 | 1192 | 1193 | 1194 | 1195 | 1196 | 1197 | 1198 | 1199 | 1200 | 1201 | 1202 | 1203 | 1204 | 1205 | 1206 | 1207 | 1208 | 1209 | 1210 | 1211 | 1212 | 1213 | 1214 | 1215 | 1216 | 1217 | 1218 | 1219 | 1220 | 1221 | 1222 | 1223 | 1224 | 1225 | 1226 | 1227 | 1228 | 1229 | 1230 | 1231 | 1232 | 1233 | 1234 | 1235 | 1236 | 1237 | 1238 | 1239 | 1240 | 1241 | 1242 | 1243 | 1244 | 1245 | 1246 | 1247 | 1248 | 1249 | 1250 | 1251 | 1252 | 1253 | 1254 | 1255 | 1256 | 1257 | 1258 | 1259 | 1260 | 1261 | 1262 | 1263 | 1264 | 1265 | 1266 | 1267 | 1268 | 1269 | 1270 | 1271 | 1272 | 1273 | 1274 | 1275 | 1276 | 1277 | 1278 | 1279 | 1280 | 1281 | 1282 | 1283 | 1284 | 1285 | 1286 | 1287 | 1288 | 1289 | 1290 | 1291 | 1292 | 1293 | 1294 | 1295 | 1296 | 1297 | 1298 | 1299 | 1300 | 1301 | 1302 | 1303 | 1304 | 1305 | 1306 | 1307 | 1308 | 1309 | 1310 | 1311 | 1312 | 1313 | 1314 | 1315 | 1316 | 1317 | 1318 | 1319 | 1320 | 1321 | 1322 | 1323 | 1324 | 1325 | 1326 | 1327 | 1328 | 1329 | 1330 | 1331 | 1332 | 1333 | 1334 | 1335 | 1336 | 1337 | 1338 | 1339 | 1340 | 1341 | 1342 | 1343 | 1344 | 1345 | 1346 | 1347 | 1348 | 1349 | 1350 | 1351 | 1352 | 1353 | 1354 | 1355 | 1356 | 1357 | 1358 | 1359 | 1360 | 1361 | 1362 | 1363 | 1364 | 1365 | 1366 | 1367 | 1368 | 1369 | 1370 | 1371 | 1372 | 1373 | 1374 | 1375 | 1376 | 1377 | 1378 | 1379 | 1380 | 1381 | 1382 | 1383 | 1384 | 1385 | 1386 | 1387 | 1388 | 1389 | 1390 | 1391 | 1392 | 1393 | 1394 | 1395 | 1396 | 1397 | 1398 | 1399 | 1400 | 1401 | 1402 | 1403 | 1404 | 1405 | 1406 | 1407 | 1408 | 1409 | 1410 | 1411 | 1412 | 1413 | 1414 | 1415 | 1416 | 1417 | 1418 | 1419 | 1420 | 1421 | 1422 | 1423 | 1424 | 1425 | 1426 | 1427 | 1428 | 1429 | 1430 | 1431 | 1432 | 1433 | 1434 | 1435 | 1436 | 1437 | 1438 | 1439 | 1440 | 1441 | 1442 | 1443 | 1444 | 1445 | 1446 | 1447 | 1448 | 1449 | 1450 | 1451 | 1452 | 1453 | 1454 | 1455 | 1456 | 1457 | 1458 | 1459 | 1460 | 1461 | 1462 | 1463 | 1464 | 1465 | 1466 |  |
|-----------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|--|
|-----------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|--|



### SPECIAL PROVISIONS

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

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



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

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



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

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

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

BJC  
4-3-15





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

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

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

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

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



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

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

## DEFINITIONS

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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

BLC  
4/19/15



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

4-3-15  
Date

Brian Collins  
Name: BRIAN COLLINS  
Title: EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials B/C

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

Date 4-3-15



## Exhibit I

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

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

**(1) Definitions.**

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



Exhibit I

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

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

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

*BK*

*4-5-15*



Exhibit I

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

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

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

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

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

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

BK

7-3-15





Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

BK

Y-3-15



Exhibit I

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

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

Department of Health + Human Services  
The State

[Signature]  
Signature of Authorized Representative

D Langley  
Name of Authorized Representative

Director  
Title of Authorized Representative

4/15/15  
Date

Behavioral Health + Developmental Services of Strafford County Inc  
DBA Community Partners

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

[Signature]  
Signature of Authorized Representative

Brian Collins  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

4-3-15  
Date

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire nonprofit corporation filed September 24, 1982. 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 8<sup>th</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire nonprofit corporation filed October 27, 2003. 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 8<sup>th</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

## CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Behavioral Health + Developmental Services of Strafford County, Inc.  
DBA Community Partners of Strafford County.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on April 7th, 2015  
(Date)

**RESOLVED:** That the Brian Collins  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 7th day of April, 2015.  
(Date Contract Signed)

4. Brian Collins is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

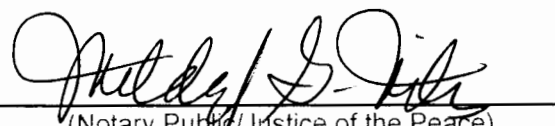
  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 7th day of April, 2015.

By CHRISTOPHER Rummy  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2/13/18

Client#: 950869

BEHAVHEA7

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2015

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

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

|                                                                                                                           |                                            |                             |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-----------------------------|
| PRODUCER<br>USI Insurance Services LLC<br>PO Box 406<br>Portland, ME 04112-0406                                           | CONTACT NAME:                              |                             |
|                                                                                                                           | PHONE (A/C, No, Ext): 207-239-3500         | FAX (A/C, No): 781-376-5035 |
| INSURED<br>Behavioral Health & Developmental Svcs<br>dba Community Partners<br>113 Crosby Road Suite 1<br>Dover, NH 03820 | E-MAIL ADDRESS:                            |                             |
|                                                                                                                           | INSURER(S) AFFORDING COVERAGE              |                             |
|                                                                                                                           | INSURER A: Philadelphia Indemnity Insuranc | NAIC # 18058                |
|                                                                                                                           | INSURER B: NH Employers Insurance Company  | 13083                       |
|                                                                                                                           | INSURER C:                                 |                             |
|                                                                                                                           | INSURER D:                                 |                             |
| INSURER E:                                                                                                                |                                            |                             |
| INSURER F:                                                                                                                |                                            |                             |

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          | PHPK1196170   | 07/01/2014              | 07/01/2015              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COMP/OP AGG \$3,000,000<br>\$ |
| A        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                          |           |          | PHPK1196170   | 07/01/2014              | 07/01/2015              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000                                                                          |           |          | PHUB464639    | 07/01/2014              | 07/01/2015              | EACH OCCURRENCE \$3,000,000<br>AGGREGATE \$3,000,000<br>\$                                                                                                                                                                                |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          |           |          | ECC6004000067 | 07/01/2014              | 07/01/2015              | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$500,000<br>E.L. DISEASE - EA EMPLOYEE \$500,000<br>E.L. DISEASE - POLICY LIMIT \$500,000                                 |
| A        | Director&Officer                                                                                                                                                                                                                                                                                                |           |          | PHSD955105    | 07/01/2014              | 07/01/2015              | \$5,000,000                                                                                                                                                                                                                               |
| A        | Professional                                                                                                                                                                                                                                                                                                    |           |          | PHPK1196170   | 07/01/2014              | 07/01/2015              | \$1MM Ea Claim/\$3MM Agg                                                                                                                                                                                                                  |

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

## CERTIFICATE HOLDER

## CANCELLATION

New Hampshire Department of  
Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*W. P. Cufford*

© 1988-2010 ACORD CORPORATION. All rights reserved.



Community Partners  
113 Crosby Road, Suite 1  
Dover, NH 03820  
(603) 516-9300  
Fax: (603) 743-3244

A United Way  
Partner Agency

**Mission:** Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

**Vision:** We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

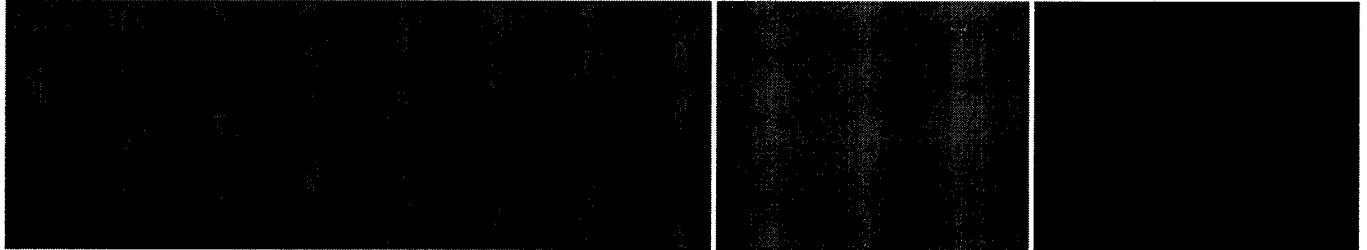
We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.





## CONSOLIDATED FINANCIAL STATEMENTS

and

## SUPPLEMENTARY INFORMATION

June 30, 2014 and 2013

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Behavioral Health & Developmental Services of Strafford County, Inc.  
d/b/a Community Partners and Subsidiaries

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2014 and 2013, and the related consolidated statements of activities, functional revenue and expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

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

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

### ***Auditor's Responsibility***

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

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

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

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2014 and 2013, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

***Other Matter***

*Report on Supplementary Information*

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
November 4, 2014

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statements of Financial Position**

**June 30, 2014 and 2013**

|                                                             | <u><b>2014</b></u>         | <u><b>2013</b></u>         |
|-------------------------------------------------------------|----------------------------|----------------------------|
| <b>ASSETS</b>                                               |                            |                            |
| Cash and cash equivalents                                   | \$ 1,688,233               | \$ 3,713,671               |
| Restricted cash                                             | 161,186                    | 238,344                    |
| Accounts receivable, net of allowance for doubtful accounts | 2,994,797                  | 2,353,472                  |
| Grants receivable                                           | 106,509                    | 106,526                    |
| Prepaid expenses                                            | 233,647                    | 278,875                    |
| Property and equipment, net                                 | <u>2,441,022</u>           | <u>2,153,082</u>           |
| Total assets                                                | <u><b>\$ 7,625,394</b></u> | <u><b>\$ 8,843,970</b></u> |
| <b>LIABILITIES AND NET ASSETS</b>                           |                            |                            |
| <b>Liabilities</b>                                          |                            |                            |
| Accounts payable and accrued expenses                       | \$ 2,160,347               | \$ 2,001,550               |
| Refundable advances                                         | 787,904                    | 962,155                    |
| Due to the State                                            | -                          | 1,340,088                  |
| Loan fund                                                   | 88,996                     | 88,818                     |
| Notes payable                                               | <u>842,784</u>             | <u>714,337</u>             |
| Total liabilities                                           | <u><b>3,880,031</b></u>    | <u><b>5,106,948</b></u>    |
| <b>Commitments and contingencies (Note 8)</b>               |                            |                            |
| <b>Net assets</b>                                           |                            |                            |
| Unrestricted                                                | 3,701,263                  | 3,666,713                  |
| Temporarily restricted                                      | <u>44,100</u>              | <u>70,309</u>              |
| Total net assets                                            | <u><b>3,745,363</b></u>    | <u><b>3,737,022</b></u>    |
| Total liabilities and net assets                            | <u><b>\$ 7,625,394</b></u> | <u><b>\$ 8,843,970</b></u> |

---

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statements of Activities**

**Years Ended June 30, 2014 and 2013**

|                                                      | <u><b>2014</b></u>  | <u><b>2013</b></u>  |
|------------------------------------------------------|---------------------|---------------------|
| Changes in unrestricted net assets                   |                     |                     |
| Public support and revenue                           |                     |                     |
| Medicaid revenue                                     | \$ 23,304,027       | \$ 22,742,375       |
| Medicare revenue                                     | 229,854             | 147,225             |
| Client resources                                     | 1,490,712           | 1,382,369           |
| Contract revenue                                     | 1,182,715           | 853,503             |
| Grant income                                         | 465,425             | 441,454             |
| Interest income                                      | 522                 | 1,377               |
| Other program revenue                                | 62,145              | 88,399              |
| Public support                                       | 73,291              | 106,850             |
| Other revenue                                        | <u>489,791</u>      | <u>269,129</u>      |
| Total public support and revenue                     | 27,298,482          | 26,032,681          |
| Net assets released from restrictions                | <u>27,933</u>       | <u>31,073</u>       |
| Total public support, revenue, and reclassifications | <u>27,326,415</u>   | <u>26,063,754</u>   |
| Expenses                                             |                     |                     |
| Program services                                     |                     |                     |
| Case management                                      | 1,896,638           | 1,932,330           |
| Day programs and community support                   | 6,639,532           | 6,523,328           |
| Early support services and youth and family          | 3,321,818           | 3,369,271           |
| Family support                                       | 600,208             | 599,153             |
| Residential services                                 | 4,737,494           | 4,908,651           |
| Combined residential, day and consolidated services  | 6,150,215           | 5,344,857           |
| Medical services                                     | 104,930             | 102,565             |
| Adult services                                       | 475,395             | 444,541             |
| Emergency services                                   | 597,080             | 579,318             |
| Other                                                | <u>689,634</u>      | <u>426,787</u>      |
| Total program expenses                               | 25,212,944          | 24,230,801          |
| Supporting services                                  |                     |                     |
| General management                                   | <u>2,078,921</u>    | <u>1,763,333</u>    |
| Total expenses                                       | <u>27,291,865</u>   | <u>25,994,134</u>   |
| Total change in unrestricted net assets              | <u>34,550</u>       | <u>69,620</u>       |
| Changes in temporarily restricted net assets         |                     |                     |
| United Way allocation                                | 1,724               | 4,864               |
| Net assets released from restrictions                | <u>(27,933)</u>     | <u>(31,073)</u>     |
| Total change in temporarily restricted net assets    | <u>(26,209)</u>     | <u>(26,209)</u>     |
| Total change in net assets                           | 8,341               | 43,411              |
| Net assets, beginning of year                        | <u>3,737,022</u>    | <u>3,693,611</u>    |
| Net assets, end of year                              | \$ <u>3,745,363</u> | \$ <u>3,737,022</u> |

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC., D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statement of Functional Revenue and Expenses**

**Year Ended June 30, 2014**

|                                                            | Case Management   | Day Programs and Community Support | Early Support Services and Youth and Family | Family Support      | Residential Services | Combined Residential, Day and Consolidated Services | Medical Services  | Adult Services      | Emergency Services  | Other             | Total Program       | General Management    | Total             |
|------------------------------------------------------------|-------------------|------------------------------------|---------------------------------------------|---------------------|----------------------|-----------------------------------------------------|-------------------|---------------------|---------------------|-------------------|---------------------|-----------------------|-------------------|
| <b>Revenue</b>                                             |                   |                                    |                                             |                     |                      |                                                     |                   |                     |                     |                   |                     |                       |                   |
| Medicaid revenue                                           | \$ 2,004,554      | \$ 5,371,665                       | \$ 3,269,908                                | \$ 243,744          | \$ 5,382,737         | \$ 6,478,466                                        | \$ -              | \$ -                | \$ 93,037           | \$ 194,107        | \$ 23,304,027       | \$ -                  | \$ 23,304,027     |
| Medicare revenue                                           | -                 | 175,197                            | 323                                         | -                   | -                    | -                                                   | -                 | -                   | 6,449               | 8,355             | 229,854             | -                     | 229,854           |
| Client resources                                           | 48,785            | 79,950                             | 322,560                                     | 792                 | 644,576              | 315,660                                             | -                 | -                   | 37,615              | 3,221             | 1,490,712           | -                     | 1,490,712         |
| Contract revenue                                           | 8,192             | 232,523                            | 232,848                                     | 193,657             | 232,848              | 232,848                                             | 220,549           | 4,850               | 105,313             | 179,263           | 1,177,195           | 5,520                 | 1,182,715         |
| Grant income                                               | 19,712            | 24,979                             | 65,926                                      | 10,801              | 2,232                | 1,231                                               | -                 | 17,612              | -                   | 281,087           | 423,580             | 41,845                | 465,425           |
| Interest income                                            | -                 | -                                  | -                                           | -                   | -                    | -                                                   | -                 | -                   | -                   | -                 | -                   | 522                   | 522               |
| Other program revenue                                      | -                 | 54,954                             | 1,191                                       | -                   | -                    | -                                                   | -                 | -                   | -                   | -                 | 56,145              | 6,000                 | 62,145            |
| Public support                                             | 19,489            | 5,595                              | 3,219                                       | 12,225              | 1,200                | -                                                   | -                 | -                   | -                   | 30,896            | 72,634              | 657                   | 73,291            |
| Other revenue                                              | (138)             | 33,578                             | 37,997                                      | 258                 | 308                  | 159                                                 | -                 | -                   | -                   | 136,813           | 208,975             | 280,816               | 489,791           |
| <b>Total functional public support and revenue</b>         | <b>2,101,604</b>  | <b>5,978,441</b>                   | <b>3,933,972</b>                            | <b>461,477</b>      | <b>6,031,053</b>     | <b>6,795,516</b>                                    | <b>220,549</b>    | <b>364,354</b>      | <b>242,414</b>      | <b>833,742</b>    | <b>26,963,122</b>   | <b>335,360</b>        | <b>27,298,482</b> |
| <b>Net assets released from restrictions</b>               | <b>1,724</b>      | <b>-</b>                           | <b>-</b>                                    | <b>-</b>            | <b>-</b>             | <b>-</b>                                            | <b>-</b>          | <b>-</b>            | <b>-</b>            | <b>26,209</b>     | <b>27,933</b>       | <b>-</b>              | <b>27,933</b>     |
| <b>Total public support, revenue and reclassifications</b> | <b>2,103,328</b>  | <b>5,978,441</b>                   | <b>3,933,972</b>                            | <b>461,477</b>      | <b>6,031,053</b>     | <b>6,795,516</b>                                    | <b>220,549</b>    | <b>364,354</b>      | <b>242,414</b>      | <b>859,951</b>    | <b>28,991,055</b>   | <b>335,360</b>        | <b>27,326,415</b> |
| <b>Expenses</b>                                            |                   |                                    |                                             |                     |                      |                                                     |                   |                     |                     |                   |                     |                       |                   |
| Salaries and wages                                         | 1,219,854         | 3,618,109                          | 2,010,797                                   | 155,515             | 587,402              | 1,285,398                                           | 78,476            | 285,183             | 420,963             | 361,342           | 10,023,040          | 1,155,676             | 11,178,716        |
| Employee benefits                                          | 275,084           | 961,980                            | 486,466                                     | 60,230              | 84,247               | 293,383                                             | 6,820             | 64,510              | 73,204              | 6,924             | 2,385,068           | 155,926               | 2,540,994         |
| Payroll taxes                                              | 91,190            | 285,871                            | 152,269                                     | 12,321              | 46,462               | 102,554                                             | 3,890             | 20,254              | 30,060              | 34,558            | 779,558             | 58,567                | 838,125           |
| Contracted substitute staff                                | 2,805             | 24,825                             | 7,316                                       | -                   | -                    | 300                                                 | 125               | 968                 | 1,478               | 12,282            | 50,099              | 202,008               | 252,107           |
| Client treatment services                                  | 507               | 9,942                              | (914)                                       | 240,510             | 2,862,407            | 1,381,378                                           | (40)              | (316)               | (463)               | 59,070            | 4,652,082           | 35                    | 4,652,117         |
| Client therapies                                           | 35,005            | 301                                | 76,460                                      | 755                 | 25,247               | 30,234                                              | -                 | 18,440              | -                   | -                 | 186,442             | (170)                 | 186,272           |
| Professional fees and consultants                          | 35,978            | 113,691                            | 165,860                                     | 3,295               | 12,593               | 18,318                                              | 1,308             | 43,762              | 12,538              | 9,163             | 416,506             | 167,312               | 583,818           |
| Subcontractors                                             | -                 | 450,401                            | -                                           | -                   | 892,365              | 2,732,788                                           | -                 | -                   | -                   | -                 | 4,075,554           | -                     | 4,075,554         |
| Staff development/training                                 | 5,270             | 68,495                             | 54,089                                      | 3,362               | 3,546                | 12,838                                              | 1,507             | 944                 | 997                 | 1,722             | 152,770             | 30,689                | 183,459           |
| Rent                                                       | 20,607            | 138,537                            | 51,147                                      | -                   | 2,640                | 9,270                                               | 1,070             | 3,969               | 12,345              | 9,681             | 249,266             | 1,694                 | 250,960           |
| Utilities                                                  | 14,132            | 50,456                             | 17,716                                      | 2,201               | 8,012                | 15,110                                              | 272               | 2,375               | 3,839               | 10,894            | 125,007             | 9,537                 | 134,544           |
| Building maintenance and repairs                           | 11,156            | 35,819                             | 16,950                                      | 1,381               | 16,716               | 11,483                                              | 279               | 2,186               | 3,241               | 2,923             | 102,134             | 6,215                 | 108,349           |
| Other occupancy costs                                      | 8,483             | 53,372                             | 14,190                                      | 917                 | 4,205                | 5,747                                               | 246               | 1,566               | 4,811               | 13,125            | 106,662             | 5,257                 | 111,919           |
| Office                                                     | 8,840             | 37,319                             | 15,085                                      | 2,090               | 2,371                | 5,732                                               | 459               | 1,934               | 2,856               | 7,640             | 84,326              | 58,623                | 142,949           |
| Building/household                                         | 5,256             | 22,372                             | 8,620                                       | 993                 | 3,547                | 3,457                                               | 105               | 1,084               | 1,240               | 7,014             | 53,668              | 11,991                | 65,659            |
| Client consumables                                         | 2,540             | 40,269                             | 7,871                                       | 6,911               | 27,140               | 49,951                                              | 7                 | 71                  | 86                  | 1,474             | 136,320             | 4,543                 | 140,863           |
| Medical                                                    | 137               | 1,089                              | 352                                         | -                   | 1,830                | 1,482                                               | 548               | 34                  | 127                 | 10                | 5,609               | (9)                   | 5,600             |
| Equipment maintenance                                      | 18,867            | 48,554                             | 50,864                                      | (257)               | (2,655)              | (6,935)                                             | 1,495             | 6,706               | 9,973               | 2,058             | 128,670             | 21,316                | 149,986           |
| Depreciation                                               | 23,713            | 91,745                             | 35,095                                      | 4,956               | 13,829               | 35,953                                              | 369               | 4,628               | 4,242               | 1,743             | 216,073             | 43,700                | 259,773           |
| Advertising                                                | 131               | 685                                | 182                                         | 72                  | 295                  | 245                                                 | -                 | 21                  | 12                  | -                 | 12,864              | 1,192                 | 14,056            |
| Printing                                                   | 316               | 765                                | 10,816                                      | 22                  | 10                   | 299                                                 | 12                | 77                  | 146                 | 25                | 12,588              | 1,894                 | 14,482            |
| Telephone/communications                                   | 24,017            | 43,713                             | 32,248                                      | 3,333               | 3,279                | 6,316                                               | 456               | 4,651               | 4,265               | 7,277             | 125,556             | 28,784                | 158,340           |
| Postage/shipping                                           | 4,291             | 5,573                              | 6,660                                       | 597                 | 18                   | 765                                                 | 90                | 942                 | 1,198               | 847               | 7,277               | 1,009                 | 24,080            |
| Transportation                                             | 52,931            | 386,535                            | 47,783                                      | 8,346               | 32,399               | 108,339                                             | -                 | 5,235               | 1,604               | 9,915             | 65,084              | 13,009                | 86,093            |
| Assistance to individuals                                  | 11,583            | 53,795                             | (9,716)                                     | 89,253              | 1,200                | 24,388                                              | -                 | -                   | 7,341               | 24,653            | 185,185             | 7,341                 | 202,497           |
| Insurance                                                  | 18,101            | 75,201                             | 41,546                                      | 2,517               | 6,923                | 18,260                                              | 6,417             | 4,982               | 6,032               | 1,504             | 182,483             | 10,797                | 193,280           |
| Membership dues                                            | 2,080             | 7,700                              | 6,486                                       | 6                   | 923                  | 18,461                                              | 851               | 748                 | 1,095               | 175               | 19,372              | 65,922                | 84,774            |
| Interest                                                   | 2,283             | 11,659                             | 321                                         | 321                 | 1,528                | 2,688                                               | 52                | 381                 | 1,076               | 4,718             | 27,945              | 2,270                 | 30,215            |
| Other                                                      | 452               | 749                                | 2,342                                       | 561                 | 48                   | 131                                                 | 8                 | 70                  | 94                  | 36,886            | 41,341              | 12,443                | 53,784            |
| <b>Total expenses</b>                                      | <b>1,896,638</b>  | <b>6,639,532</b>                   | <b>3,321,818</b>                            | <b>600,208</b>      | <b>4,737,494</b>     | <b>6,150,215</b>                                    | <b>104,930</b>    | <b>475,395</b>      | <b>597,080</b>      | <b>689,634</b>    | <b>25,212,944</b>   | <b>2,078,921</b>      | <b>27,291,865</b> |
| <b>Increase (decrease) in unrestricted net assets</b>      | <b>\$ 206,690</b> | <b>\$ (661,091)</b>                | <b>\$ 612,154</b>                           | <b>\$ (138,731)</b> | <b>\$ 1,293,559</b>  | <b>\$ 645,301</b>                                   | <b>\$ 115,619</b> | <b>\$ (111,041)</b> | <b>\$ (354,666)</b> | <b>\$ 170,317</b> | <b>\$ 1,778,111</b> | <b>\$ (1,743,561)</b> | <b>\$ 34,550</b>  |

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STAFFORD COUNTY, INC., D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statement of Functional Revenue and Expenses**

**Year Ended June 30, 2013**

|                                                            | Case Management   | Day Programs and Community Support | Early Support Services and Youth and Family | Family Support      | Residential Services | Combined Residential Day and Consolidated Services | Medical Services | Adult Services   | Emergency Services  | Other            | Total Program       | General Management    | Total             |
|------------------------------------------------------------|-------------------|------------------------------------|---------------------------------------------|---------------------|----------------------|----------------------------------------------------|------------------|------------------|---------------------|------------------|---------------------|-----------------------|-------------------|
| <b>Revenue</b>                                             |                   |                                    |                                             |                     |                      |                                                    |                  |                  |                     |                  |                     |                       |                   |
| Medicaid revenue                                           | \$ 2,195,206      | \$ 5,447,731                       | \$ 3,664,566                                | \$ 217,202          | \$ 5,596,010         | \$ 5,210,953                                       | \$ -             | \$ 275,591       | \$ 98,390           | \$ 38,786        | \$ 22,742,375       | \$ -                  | \$ 22,742,375     |
| Medicare revenue                                           | 132               | 104,932                            | -                                           | -                   | -                    | -                                                  | -                | 42,161           | -                   | -                | 147,225             | -                     | 147,225           |
| Client resources                                           | 46,016            | 106,932                            | 245,179                                     | -                   | 610,332              | 246,945                                            | -                | 82,885           | 41,060              | -                | 1,382,369           | -                     | 1,382,369         |
| Contract revenue                                           | 3,328             | 172,579                            | 70,064                                      | 146,700             | 805                  | 38,720                                             | 200,214          | 35,349           | 103,740             | 70,004           | 841,503             | 12,000                | 853,503           |
| Grant income                                               | 21,097            | 127,764                            | 78,566                                      | 24,285              | 995                  | 1,162                                              | 8                | 16,621           | 90                  | 155,155          | 425,743             | 15,711                | 441,454           |
| Interest income                                            | -                 | -                                  | -                                           | -                   | -                    | -                                                  | -                | -                | -                   | -                | 1,377               | -                     | 1,377             |
| Other program revenue                                      | -                 | 65,812                             | 3,765                                       | -                   | -                    | -                                                  | -                | 12,822           | -                   | -                | 82,398              | 6,000                 | 88,398            |
| Public support                                             | 16,251            | 8,283                              | 952                                         | 55,143              | -                    | 16                                                 | -                | 84               | -                   | 25,701           | 106,430             | 420                   | 106,850           |
| Other revenue                                              | 946               | 37,489                             | 1,415                                       | 2,899               | 199                  | 725                                                | -                | -                | -                   | 126,421          | 170,084             | 99,035                | 269,129           |
| <b>Total functional public support and revenue</b>         | <b>2,282,976</b>  | <b>6,071,522</b>                   | <b>4,067,447</b>                            | <b>446,229</b>      | <b>6,208,341</b>     | <b>5,498,521</b>                                   | <b>200,222</b>   | <b>463,513</b>   | <b>243,300</b>      | <b>416,067</b>   | <b>25,898,138</b>   | <b>134,543</b>        | <b>26,032,681</b> |
| <b>Net assets released from restrictions</b>               | <b>4,864</b>      | <b>-</b>                           | <b>-</b>                                    | <b>-</b>            | <b>-</b>             | <b>-</b>                                           | <b>-</b>         | <b>-</b>         | <b>-</b>            | <b>26,209</b>    | <b>31,073</b>       | <b>-</b>              | <b>31,073</b>     |
| <b>Total public support, revenue and reclassifications</b> | <b>2,287,840</b>  | <b>6,071,522</b>                   | <b>4,067,447</b>                            | <b>446,229</b>      | <b>6,208,341</b>     | <b>5,498,521</b>                                   | <b>200,222</b>   | <b>463,513</b>   | <b>243,300</b>      | <b>442,276</b>   | <b>25,929,211</b>   | <b>134,543</b>        | <b>26,063,754</b> |
| <b>Expenses</b>                                            |                   |                                    |                                             |                     |                      |                                                    |                  |                  |                     |                  |                     |                       |                   |
| Salaries and wages                                         | 1,167,249         | 3,362,837                          | 1,966,483                                   | 125,761             | 498,863              | 1,039,325                                          | 77,105           | 252,117          | 390,945             | 193,963          | 9,074,648           | 1,084,636             | 10,169,284        |
| Employee benefits                                          | 336,689           | 1,183,777                          | 590,880                                     | 70,505              | 99,948               | 372,435                                            | 8,276            | 78,708           | 87,814              | 55,260           | 2,884,692           | 200,136               | 3,084,228         |
| Payroll taxes                                              | 91,361            | 292,640                            | 158,362                                     | 9,990               | 39,765               | 86,309                                             | 3,924            | 16,245           | 28,939              | 19,794           | 739,329             | 89,885                | 829,214           |
| Contracted substitute staff                                | 1,242             | 4,471                              | -                                           | -                   | -                    | -                                                  | -                | -                | -                   | -                | 5,713               | -                     | 45,313            |
| Client treatment services                                  | 19,770            | 25,736                             | 917                                         | 274,806             | 2,698,791            | 1,322,936                                          | -                | 9,705            | -                   | 23,307           | 4,366,263           | 632                   | 4,366,895         |
| Client therapies                                           | 32,163            | 881                                | 106,634                                     | 6,365               | 93,936               | 37,611                                             | -                | -                | -                   | -                | 289,295             | -                     | 289,295           |
| Professional fees and consultants                          | 33,190            | 93,457                             | 154,052                                     | 1,728               | 11,332               | 17,289                                             | 1,278            | 41,016           | 11,023              | 11,105           | 375,470             | 34,559                | 410,229           |
| Subcontractors                                             | -                 | 444,343                            | -                                           | -                   | 1,352,160            | 2,245,638                                          | -                | -                | -                   | -                | 4,042,341           | -                     | 4,042,341         |
| Staff development/training                                 | 3,498             | 65,964                             | 14,984                                      | 1,183               | 3,178                | 17,841                                             | 861              | 2,733            | 1,303               | 2,508            | 114,053             | 12,216                | 126,269           |
| Rent                                                       | 20,020            | 128,503                            | 49,928                                      | -                   | 2,622                | 9,028                                              | 1,051            | 3,889            | 11,986              | 1,753            | 228,780             | -                     | 228,780           |
| Utilities                                                  | 13,937            | 45,060                             | 17,133                                      | 2,209               | 5,914                | 16,503                                             | 262              | 2,328            | 3,519               | 9,337            | 116,202             | 10,079                | 128,281           |
| Building maintenance and repairs                           | 9,324             | 39,486                             | 14,507                                      | 1,085               | 6,677                | 8,214                                              | 252              | 1,801            | 2,754               | 1,660            | 85,760              | 5,230                 | 90,990            |
| Other occupancy costs                                      | 7,924             | 39,419                             | 13,185                                      | 867                 | 2,512                | 5,535                                              | 227              | 1,460            | 4,505               | 13,893           | 89,527              | 6,815                 | 96,342            |
| Office                                                     | 15,640            | 35,466                             | 22,720                                      | 1,220               | 3,381                | 10,950                                             | 240              | 2,328            | 4,721               | 2,120            | 98,786              | 41,331                | 140,117           |
| Building/household                                         | 4,256             | 15,870                             | 6,169                                       | 617                 | 1,489                | 2,891                                              | 87               | 884              | 1,001               | 578              | 33,842              | 3,715                 | 37,017            |
| Client consumables                                         | 13,045            | 42,813                             | 13,680                                      | 7,147               | 25,837               | 39,518                                             | 20               | 79               | 354                 | 104              | 142,597             | 3,733                 | 146,330           |
| Medical                                                    | 187               | 1,016                              | 478                                         | 1,319               | 3,178                | 11,142                                             | 10               | 42               | 192                 | 15               | 14,401              | 186                   | 14,587            |
| Equipment maintenance                                      | 12,008            | 54,080                             | 43,247                                      | 270                 | (22)                 | (1,819)                                            | 1,251            | 5,653            | 7,924               | 1,501            | 124,093             | 6,489                 | 130,582           |
| Depreciation                                               | 31,804            | 122,058                            | 52,023                                      | 6,071               | 16,656               | 44,040                                             | 606              | 6,874            | 6,965               | 3,072            | 290,310             | 47,855                | 338,065           |
| Advertising                                                | 260               | 770                                | 588                                         | 41                  | 766                  | 142                                                | 10               | 242              | 107                 | 24               | 2,580               | 2,308                 | 5,288             |
| Printing                                                   | 260               | 377                                | 5,781                                       | 45                  | 25                   | 120                                                | 4                | 54               | 48                  | 24               | 6,738               | 812                   | 7,550             |
| Telephone/communications                                   | 23,382            | 39,274                             | 29,305                                      | 3,439               | 3,007                | 7,323                                              | 392              | 4,399            | 3,561               | 3,539            | 117,611             | 24,336                | 141,967           |
| Postage/shipping                                           | 5,064             | 5,546                              | 6,183                                       | 854                 | 120                  | 1,270                                              | 78               | 3,535            | 1,112               | 636              | 21,398              | 3,990                 | 25,388            |
| Transportation                                             | 63,237            | 358,727                            | 45,483                                      | 8,014               | 32,516               | 89,454                                             | 126              | 5,680            | 5,117               | 5,117            | 611,833             | 11,905                | 623,738           |
| Assistance to individuals                                  | 5,922             | 42,983                             | 3,023                                       | 74,326              | -                    | (59,315)                                           | -                | -                | -                   | 25,505           | 92,444              | -                     | 92,444            |
| Insurance                                                  | 17,393            | 68,542                             | 43,971                                      | 2,277               | 6,261                | 17,466                                             | 6,174            | 4,562            | 5,518               | 1,614            | 173,758             | 9,551                 | 183,309           |
| Membership dues                                            | 1,126             | 5,316                              | 4,093                                       | 5                   | 93                   | 121                                                | 276              | 404              | 590                 | 96               | 12,120              | 52,513                | 64,633            |
| Interest                                                   | 2,369             | 13,766                             | 3,379                                       | 328                 | 1,444                | 2,707                                              | 55               | 395              | 1,132               | 5,086            | 30,661              | 1,250                 | 31,911            |
| Other                                                      | 10                | 150                                | 73                                          | -                   | 1                    | 3                                                  | -                | 438              | 5                   | 45,176           | 45,856              | 60,081                | 105,937           |
| <b>Total expenses</b>                                      | <b>1,932,330</b>  | <b>6,523,328</b>                   | <b>3,369,271</b>                            | <b>599,153</b>      | <b>4,908,651</b>     | <b>5,344,837</b>                                   | <b>102,565</b>   | <b>444,541</b>   | <b>579,316</b>      | <b>426,787</b>   | <b>24,230,801</b>   | <b>1,783,333</b>      | <b>25,994,134</b> |
| <b>Increase (decrease) in unrestricted net assets</b>      | <b>\$ 355,510</b> | <b>\$ (451,806)</b>                | <b>\$ 698,176</b>                           | <b>\$ (152,924)</b> | <b>\$ 1,299,690</b>  | <b>\$ 153,684</b>                                  | <b>\$ 87,657</b> | <b>\$ 18,972</b> | <b>\$ (336,019)</b> | <b>\$ 15,489</b> | <b>\$ 1,698,411</b> | <b>\$ (1,628,790)</b> | <b>\$ 69,620</b>  |

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidated Statements of Cash Flows**

**Years Ended June 30, 2014 and 2013**

|                                                                                                      | <u><b>2014</b></u>         | <u><b>2013</b></u>         |
|------------------------------------------------------------------------------------------------------|----------------------------|----------------------------|
| Cash flows from operating activities                                                                 |                            |                            |
| Change in net assets                                                                                 | \$ 8,341                   | \$ 43,411                  |
| Adjustments to reconcile change in net assets to net cash<br>(used) provided by operating activities |                            |                            |
| Depreciation                                                                                         | 259,773                    | 338,065                    |
| Change in allowance for doubtful accounts                                                            | (117,412)                  | 24,699                     |
| Decrease (increase) in                                                                               |                            |                            |
| Restricted cash                                                                                      | 77,158                     | (81,825)                   |
| Accounts receivable, trade                                                                           | (523,913)                  | (290,580)                  |
| Grants receivable                                                                                    | 17                         | (86,237)                   |
| Prepaid expenses                                                                                     | 45,228                     | 132,573                    |
| Increase (decrease) in                                                                               |                            |                            |
| Accounts payable and accrued expenses                                                                | 158,797                    | 529,158                    |
| Refundable advances                                                                                  | (174,251)                  | (34,594)                   |
| Due to the State                                                                                     | (1,340,088)                | 1,340,088                  |
| Loan fund                                                                                            | <u>178</u>                 | <u>222</u>                 |
| Net cash (used) provided by operating activities                                                     | <u><b>(1,606,172)</b></u>  | <u><b>1,914,980</b></u>    |
| Cash flows from investing activities                                                                 |                            |                            |
| Acquisition of equipment                                                                             | <u><b>(372,713)</b></u>    | <u><b>(260,050)</b></u>    |
| Cash flows from financing activities                                                                 |                            |                            |
| Principal payments on long-term borrowings                                                           | <u><b>(46,553)</b></u>     | <u><b>(47,570)</b></u>     |
| Net (decrease) increase in cash and cash equivalents                                                 | <u><b>(2,025,438)</b></u>  | <u><b>1,607,360</b></u>    |
| Cash and cash equivalents, beginning of year                                                         | <u><b>3,713,671</b></u>    | <u><b>2,106,311</b></u>    |
| Cash and cash equivalents, end of year                                                               | <u><b>\$ 1,688,233</b></u> | <u><b>\$ 3,713,671</b></u> |
| Supplemental disclosures                                                                             |                            |                            |
| Noncash transaction - Acquisition of equipment in<br>exchange for note payable                       | <u><b>\$ 175,000</b></u>   | <u><b>\$ -</b></u>         |

---

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



**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013**

**Nature of Activities**

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community based services (see consolidated statement of functional revenue and expenses for various programs offered) for individuals, and their families, with developmental disabilities and/or mental illness. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc. which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation) which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

|                 | <u>2014</u>     | <u>2013</u>     |
|-----------------|-----------------|-----------------|
| Funds received  | \$ 29,546       | \$ 24,627       |
| Funds disbursed | <u>27,315</u>   | <u>23,587</u>   |
|                 | <u>\$ 2,231</u> | <u>\$ 1,040</u> |

The Foundation has received and disbursed the following funds since its inception in 2007:

|                 |                  |
|-----------------|------------------|
| Funds received  | \$ 255,164       |
| Funds disbursed | <u>185,350</u>   |
|                 | <u>\$ 69,814</u> |

**1. Summary of Significant Accounting Policies**

**Principles of Consolidation**

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and Community Partners Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

**Use of Estimates**

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

**Basis of Presentation**

Net assets and revenues, expenses, gains, and losses are classified as follows based on existence or absence of donor-imposed restrictions:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2014 and 2013, the Organization had no permanently restricted net assets.

**Contributions**

Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purpose are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

**Income Taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

Financial Accounting Standards Board *Accounting Standards Codification* (FASB ASC) Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013**

**Cash and Cash Equivalents**

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent repurchase agreements as of June 30, 2014 and 2013.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2014 and 2013, allowances were recorded in the amount of \$153,112 and \$270,524, respectively.

**Property and Equipment**

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

|                            |             |
|----------------------------|-------------|
| Buildings and improvements | 15-39 years |
| Equipment and furniture    | 3-7 years   |
| Vehicles                   | 5 years     |

**Refundable Advances**

The Organization's refundable advances consist of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated Medicaid recoupment settlement reserves for Medicaid eligibility audits, and certain pass through funds (Note 2).

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013**

**Functional Allocation of Expenses**

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

**Reclassification**

Certain amounts in the 2013 consolidated financial statements have been reclassified to conform to the current year's presentation.

**2. Restricted Cash**

The Organization is currently serving as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. Accordingly, as of June 30, 2014 and 2013, the Organization held cash totaling \$88,996 and \$88,818, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization is administering the Council for Children and Adolescents with Chronic Health Conditions Program. The total cash restricted for this program as of June 30, 2014 and 2013 was \$43,258 and \$53,238, respectively. A corresponding amount has been recorded as a liability and is classified within refundable advances.

During 2013, the Organization established a self funded insurance policy. As part of this transition, the Organization also established a health reimbursement account to pay for a portion of employee's medical expenses. The total cash restricted for this use as of June 30, 2014 and 2013, was \$28,932 and \$96,288.

**3. Property and Equipment**

Property and equipment consisted of the following:

|                               | <u>2014</u>         | <u>2013</u>         |
|-------------------------------|---------------------|---------------------|
| Land and buildings            | \$ 1,859,893        | \$ 1,859,893        |
| Building improvements         | 1,562,119           | 1,554,720           |
| Vehicles                      | 763,129             | 749,459             |
| Equipment and furniture       | <u>2,630,981</u>    | <u>2,112,061</u>    |
|                               | 6,816,122           | 6,276,133           |
| Less accumulated depreciation | <u>4,375,100</u>    | <u>4,123,051</u>    |
|                               | <u>\$ 2,441,022</u> | <u>\$ 2,153,082</u> |

---

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013**

**4. Due to the State**

Effective March 2013, the New Hampshire Department of Health and Human Services (DHHS) implemented a new Medicaid Management Information System (MMIS) for administering and managing costs for the New Hampshire Medicaid Program. During the implementation period, Medicaid claims were not accepted by DHHS. DHHS anticipated this transition difficulty and issued the Organization transition payments, based on past claim history, to cover the three-week transition period. As actual claims were processed by DHHS in the MMIS system, Medicaid recoupments were reduced by related payments. As of June 30, 2013, a liability representing \$1,340,088 of cash advances received by the Organization and not yet applied against remittances had been reported on the consolidated statement of financial position. As of June 30, 2014, all cash advances had been recouped by the State.

**5. Line of Credit**

At June 30, 2014 and 2013, the Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000. The line requires monthly interest payments on the unpaid principal balance at the rate of 1% over the bank's stated index, which was 4.25% during the years ended June 30, 2014 and 2013. The line of credit is collateralized by a security interest in all business assets. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2014 and 2013, there was no outstanding balance on the line.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013**

**6. Notes Payable**

Notes payable consisted of the following:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <u><b>2014</b></u>       | <u><b>2013</b></u>       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| <u><b>Developmental Services</b></u>                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                          |
| Note payable to a bank, payable in monthly installments of \$1,117, including interest at 4.15%, through April 2016 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate. The note is a participating loan with New Hampshire Health and Education Facilities Authority.                                                                                                            | \$ 124,857               | \$ 132,822               |
| Note payable to a bank, modified on October 17, 2012. At the time of modification, the interest rate changed from 4.55% to 4.15%. Monthly principal and interest installments due changed from \$2,326 to \$2,272, through July 2017 with one payment of all unpaid principal and interest due at maturity; collateralized by certain real estate. The note is a participating loan with New Hampshire Health and Education Facilities Authority. | 272,871                  | 288,512                  |
| Note payable to a bank, payable in monthly installments of \$3,167, including interest at 3.24%, through April 2019; collateralized by certain equipment.                                                                                                                                                                                                                                                                                         | <u>169,619</u>           | <u>-</u>                 |
| Total Developmental Services                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>567,347</b>           | 421,334                  |
| <u><b>Behavioral Health Services</b></u>                                                                                                                                                                                                                                                                                                                                                                                                          |                          |                          |
| Note payable to a bank, payable in monthly installments of \$2,464, including interest at 4.15%, through April 2016 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate and an assignment of certain leases and rents. The note is a participating loan with New Hampshire Health and Education Facilities Authority.                                                              | <u>275,437</u>           | <u>293,003</u>           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <u><b>\$ 842,784</b></u> | <u><b>\$ 714,337</b></u> |

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013**

The scheduled maturities of long term debt are as follows:

|      |                   |
|------|-------------------|
| 2015 | \$ 76,000         |
| 2016 | 425,000           |
| 2017 | 53,000            |
| 2018 | 256,000           |
| 2019 | <u>32,784</u>     |
|      | <u>\$ 842,784</u> |

Cash paid for interest approximates interest expense for the years ended June 30, 2014 and 2013.

**7. Temporarily Restricted Net Assets**

At June 30, 2014 and 2013, temporarily restricted net assets were \$44,100 and \$70,309, respectively. The Organization's restricted assets consist of vehicles contributed to the Organization from the State of New Hampshire under grant programs. These contributed vehicles are to be used for the transportation of the Organization's clients.

**8. Commitments and Contingencies**

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from September 2012 through August 2018. Total rent expense charged to operations was \$250,960 in 2014 and \$228,780 in 2013.

Minimum operating lease payments for subsequent years ending after June 30, 2014 are as follows:

|      | <u>Total</u>        |
|------|---------------------|
| 2015 | \$ 321,402          |
| 2016 | 320,353             |
| 2017 | 289,810             |
| 2018 | 181,309             |
| 2019 | <u>778</u>          |
|      | <u>\$ 1,113,652</u> |

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013**

Self-Insurance

The Organization has a self-insured health care plan for substantially all of its employees. The Organization has obtained reinsurance coverage to limit its exposure associated with this plan individually of \$30,000 with an aggregate limit of 125% of the expected claims. At June 30, 2014 and 2013, the Organization has accrued \$164,737 and \$300,082, respectively, under the self-insurance contract.

Litigation

The Organization is involved in litigation arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

**9. Concentrations**

For the years ended June 30, 2014 and 2013, approximately 85% and 87%, respectively, of the support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

The accounts receivable due from Medicaid were:

|                            | <u>2014</u>         | <u>2013</u>         |
|----------------------------|---------------------|---------------------|
| Developmental Services     | \$ 1,685,928        | \$ 1,933,245        |
| Behavioral Health Services | <u>874,971</u>      | <u>457,397</u>      |
|                            | <u>\$ 2,560,899</u> | <u>\$ 2,390,642</u> |

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Bureau of Developmental Service, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2015.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2016.



**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A  
COMMUNITY PARTNERS AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013**

**10. Retirement Plan**

The Organization maintains a tax sheltered annuity plan that is offered to all eligible employees. The plan includes an employer contribution equal to 3% of each eligible employee's salary. Total costs incurred for the plan during the years ended June 30, 2014 and 2013 were \$233,038 and \$231,559, respectively. The total expense for the years ended June 30, 2014 and 2013 for the Developmental Services division was \$109,548 and \$113,628, respectively, and for the Behavioral Health Services division was \$123,490 and \$117,931, respectively.

**11. Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. generally accepted accounting principles, management has considered transactions or events occurring through November 4, 2014, which is the date that the consolidated financial statements were available to be issued.

## **SUPPLEMENTARY INFORMATION**

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Financial Position

June 30, 2014 and 2013

|                                                             | 2014                   |                            |                                |                               |                     | 2013                   |                            |                                |                               |              |                     |              |
|-------------------------------------------------------------|------------------------|----------------------------|--------------------------------|-------------------------------|---------------------|------------------------|----------------------------|--------------------------------|-------------------------------|--------------|---------------------|--------------|
| Assets                                                      | Developmental Services | Behavioral Health Services | Lighthouse Management Services | Community Partners Foundation | Consolidated Totals | Developmental Services | Behavioral Health Services | Lighthouse Management Services | Community Partners Foundation | Eliminations | Consolidated Totals |              |
| Cash and cash equivalents                                   | \$ 875,604             | \$ 734,491                 | \$ 7,228                       | \$ 70,910                     | \$ -                | \$ 1,688,233           | \$ 1,767,955               | \$ 1,867,727                   | \$ 8,320                      | \$ 69,669    | \$ -                | \$ 3,713,671 |
| Restricted cash                                             | 146,720                | 14,466                     | -                              | -                             | -                   | 161,186                | 190,200                    | 48,144                         | -                             | -            | -                   | 238,344      |
| Accounts receivable, net of allowance for doubtful accounts | 1,869,791              | 1,303,864                  | 13                             | -                             | (178,871)           | 2,994,797              | 1,870,835                  | 550,677                        | 161                           | -            | (68,201)            | 2,353,472    |
| Grants receivable                                           | 41,773                 | 64,736                     | -                              | -                             | -                   | 106,509                | 43,161                     | 63,365                         | -                             | -            | -                   | 106,526      |
| Prepaid expenses                                            | 131,822                | 101,825                    | -                              | -                             | -                   | 233,647                | 160,063                    | 118,812                        | -                             | -            | -                   | 278,875      |
| Interest in net assets of subsidiaries                      | 68,819                 | -                          | -                              | -                             | (68,819)            | -                      | 63,979                     | -                              | -                             | -            | (63,979)            | -            |
| Property and equipment, net                                 | 1,916,887              | 524,135                    | -                              | -                             | -                   | 2,441,022              | 1,567,469                  | 585,613                        | -                             | -            | -                   | 2,153,082    |
| Total assets                                                | \$ 5,051,416           | \$ 2,743,517               | \$ 7,241                       | \$ 70,910                     | \$ (247,690)        | \$ 7,625,394           | \$ 5,663,662               | \$ 3,234,338                   | \$ 8,481                      | \$ 69,669    | \$ (132,180)        | \$ 8,843,970 |
| Liabilities and Net Assets (Deficit)                        |                        |                            |                                |                               |                     |                        |                            |                                |                               |              |                     |              |
| Liabilities                                                 |                        |                            |                                |                               |                     |                        |                            |                                |                               |              |                     |              |
| Accounts payable and accrued expenses                       | \$ 1,889,223           | \$ 440,663                 | \$ 8,236                       | \$ 1,096                      | \$ (178,871)        | \$ 2,160,347           | \$ 1,442,827               | \$ 612,753                     | \$ 12,085                     | \$ 2,086     | \$ (68,201)         | \$ 2,001,550 |
| Refundable advances                                         | 440,201                | 347,703                    | -                              | -                             | -                   | 787,904                | 400,590                    | 561,565                        | -                             | -            | -                   | 962,155      |
| Due to the State                                            | -                      | -                          | -                              | -                             | -                   | -                      | 1,250,465                  | 89,623                         | -                             | -            | -                   | 1,340,088    |
| Loan fund                                                   | 88,996                 | -                          | -                              | -                             | -                   | 88,996                 | 88,818                     | -                              | -                             | -            | -                   | 88,818       |
| Notes payable                                               | 567,347                | 275,437                    | -                              | -                             | -                   | 842,784                | 421,334                    | 293,003                        | -                             | -            | -                   | 714,337      |
| Total liabilities                                           | 2,985,767              | 1,063,803                  | 8,236                          | 1,096                         | (178,871)           | 3,880,031              | 3,604,034                  | 1,556,944                      | 12,085                        | 2,086        | (68,201)            | 5,106,948    |
| Net assets (deficit)                                        |                        |                            |                                |                               |                     |                        |                            |                                |                               |              |                     |              |
| Unrestricted                                                | 2,021,549              | 1,679,714                  | (995)                          | 69,814                        | (68,819)            | 3,701,263              | 1,989,319                  | 1,677,394                      | (3,604)                       | 67,583       | (63,979)            | 3,666,713    |
| Temporarily restricted                                      | 44,100                 | -                          | -                              | -                             | -                   | 44,100                 | 70,309                     | -                              | -                             | -            | -                   | 70,309       |
| Total net assets (deficit)                                  | 2,065,649              | 1,679,714                  | (995)                          | 69,814                        | (68,819)            | 3,745,363              | 2,059,628                  | 1,677,394                      | (3,604)                       | 67,583       | (63,979)            | 3,737,022    |
| Total liabilities and net assets (deficit)                  | \$ 5,051,416           | \$ 2,743,517               | \$ 7,241                       | \$ 70,910                     | \$ (247,690)        | \$ 7,625,394           | \$ 5,663,662               | \$ 3,234,338                   | \$ 8,481                      | \$ 69,669    | \$ (132,180)        | \$ 8,843,970 |

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES**

**Consolidating Statements of Activities**

**Years Ended June 30, 2014 and 2013**

|                                                     | 2014                      |                                  |                                      |                                     |              |                        | 2013                      |                                  |                                      |                                     |              |                        |
|-----------------------------------------------------|---------------------------|----------------------------------|--------------------------------------|-------------------------------------|--------------|------------------------|---------------------------|----------------------------------|--------------------------------------|-------------------------------------|--------------|------------------------|
|                                                     | Developmental<br>Services | Behavioral<br>Health<br>Services | Lighthouse<br>Management<br>Services | Community<br>Partners<br>Foundation | Eliminations | Consolidated<br>Totals | Developmental<br>Services | Behavioral<br>Health<br>Services | Lighthouse<br>Management<br>Services | Community<br>Partners<br>Foundation | Eliminations | Consolidated<br>Totals |
| Changes in unrestricted net assets (deficit)        |                           |                                  |                                      |                                     |              |                        |                           |                                  |                                      |                                     |              |                        |
| Public support and revenue                          | \$ 17,005,812             | \$ 6,298,215                     | \$ -                                 | \$ -                                | \$ -         | \$ 23,304,027          | \$ 15,865,362             | \$ 6,877,013                     | \$ -                                 | \$ -                                | \$ -         | \$ 22,742,375          |
| Medicaid revenue                                    | -                         | 229,854                          | -                                    | -                                   | -            | 229,854                | -                         | 147,225                          | -                                    | -                                   | -            | 147,225                |
| Medicare revenue                                    | 1,110,313                 | 380,399                          | -                                    | -                                   | -            | 1,490,712              | 989,783                   | 392,586                          | -                                    | -                                   | -            | 1,382,369              |
| Client resources                                    | 481,416                   | 701,299                          | -                                    | -                                   | -            | 1,182,715              | 435,689                   | 417,814                          | -                                    | -                                   | -            | 853,503                |
| Contract revenue                                    | 142,462                   | 322,953                          | -                                    | -                                   | -            | 465,425                | 225,272                   | 216,182                          | -                                    | -                                   | -            | 441,454                |
| Grant income                                        | -                         | 522                              | -                                    | -                                   | -            | 522                    | -                         | 1,377                            | -                                    | -                                   | -            | 1,377                  |
| Interest income                                     | 62,145                    | -                                | -                                    | -                                   | -            | 62,145                 | 88,399                    | -                                | -                                    | -                                   | -            | 88,399                 |
| Other program income                                | 42,483                    | 1,282                            | -                                    | 29,546                              | -            | 73,291                 | 82,223                    | -                                | 24,627                               | -                                   | -            | 106,850                |
| Public support                                      | 157,559                   | 324,453                          | 118,509                              | -                                   | (120,740)    | 489,781                | 124,101                   | 148,058                          | 92,078                               | -                                   | (93,118)     | 269,123                |
| Other revenue                                       | -                         | -                                | -                                    | -                                   | -            | -                      | -                         | -                                | -                                    | -                                   | -            | -                      |
| Total public support and revenue                    | 19,012,160                | 8,259,007                        | 118,509                              | 29,546                              | (120,740)    | 27,298,482             | 17,808,829                | 8,200,265                        | 92,078                               | 24,627                              | (93,118)     | 26,032,681             |
| Net assets released from restrictions               | 27,933                    | -                                | -                                    | -                                   | -            | 27,933                 | 31,073                    | -                                | -                                    | -                                   | -            | 31,073                 |
| Total public support, revenue and reclassifications | 19,040,093                | 8,259,007                        | 118,509                              | 29,546                              | (120,740)    | 27,326,415             | 17,839,902                | 8,200,265                        | 92,078                               | 24,627                              | (93,118)     | 26,063,754             |
| Expenses                                            |                           |                                  |                                      |                                     |              |                        |                           |                                  |                                      |                                     |              |                        |
| Program services                                    |                           |                                  |                                      |                                     |              |                        |                           |                                  |                                      |                                     |              |                        |
| Case management                                     | 869,742                   | 1,026,896                        | -                                    | -                                   | -            | 1,896,638              | 890,894                   | 1,041,436                        | -                                    | -                                   | -            | 1,932,330              |
| Day programs and community support                  | 3,897,948                 | 2,741,584                        | -                                    | -                                   | -            | 6,639,532              | 3,852,542                 | 2,670,786                        | -                                    | -                                   | -            | 6,523,328              |
| Early support services and youth and family         | 940,167                   | 2,381,651                        | -                                    | -                                   | -            | 3,321,818              | 914,438                   | 2,454,833                        | -                                    | -                                   | -            | 3,369,271              |
| Family support                                      | 600,208                   | -                                | -                                    | -                                   | -            | 600,208                | 599,153                   | -                                | -                                    | -                                   | -            | 599,153                |
| Residential services                                | 4,737,494                 | -                                | -                                    | -                                   | -            | 4,737,494              | 4,908,651                 | -                                | -                                    | -                                   | -            | 4,908,651              |
| Combined residential, day and consolidated services | 6,150,215                 | -                                | -                                    | -                                   | -            | 6,150,215              | 5,344,857                 | -                                | -                                    | -                                   | -            | 5,344,857              |
| Medical services                                    | -                         | 104,930                          | -                                    | -                                   | -            | 104,930                | -                         | 102,565                          | -                                    | -                                   | -            | 102,565                |
| Adult services                                      | 238,087                   | 237,308                          | -                                    | -                                   | -            | 475,395                | 182,660                   | 261,881                          | -                                    | -                                   | -            | 444,541                |
| Emergency services                                  | -                         | 597,080                          | -                                    | -                                   | -            | 597,080                | -                         | 579,318                          | -                                    | -                                   | -            | 579,318                |
| Other                                               | 275,652                   | 386,667                          | 115,900                              | 27,315                              | (115,900)    | 689,634                | 274,379                   | 128,821                          | 89,136                               | 23,587                              | (89,136)     | 426,787                |
| Total program expenses                              | 17,709,513                | 7,476,116                        | 115,900                              | 27,315                              | (115,900)    | 25,212,944             | 16,967,574                | 7,239,640                        | 89,136                               | 23,587                              | (89,136)     | 24,230,801             |
| Supporting services                                 |                           |                                  |                                      |                                     |              |                        |                           |                                  |                                      |                                     |              |                        |
| General management                                  | 1,298,350                 | 780,571                          | -                                    | -                                   | -            | 2,078,921              | 1,114,320                 | 649,013                          | -                                    | -                                   | -            | 1,763,333              |
| Total expenses                                      | 19,007,863                | 8,256,687                        | 115,900                              | 27,315                              | (115,900)    | 27,291,865             | 18,081,894                | 7,888,653                        | 89,136                               | 23,587                              | (89,136)     | 25,994,134             |
| Total change in unrestricted net assets (deficit)   | 32,230                    | 2,320                            | 2,609                                | 2,231                               | (4,840)      | 34,550                 | (241,992)                 | 311,612                          | 2,942                                | 1,040                               | (3,982)      | 69,620                 |
| Changes in temporarily restricted net assets        |                           |                                  |                                      |                                     |              |                        |                           |                                  |                                      |                                     |              |                        |
| United Way allocation                               | 1,724                     | -                                | -                                    | -                                   | -            | 1,724                  | 4,864                     | -                                | -                                    | -                                   | -            | 4,864                  |
| Net assets released from restrictions               | (27,933)                  | -                                | -                                    | -                                   | -            | (27,933)               | (31,073)                  | -                                | -                                    | -                                   | -            | (31,073)               |
| Total change in temporarily restricted net assets   | (26,209)                  | -                                | -                                    | -                                   | -            | (26,209)               | (26,209)                  | -                                | -                                    | -                                   | -            | (26,209)               |
| Total change in net assets (deficit)                | 6,021                     | 2,320                            | 2,609                                | 2,231                               | (4,840)      | 8,341                  | (268,201)                 | 311,612                          | 2,942                                | 1,040                               | (3,982)      | 43,411                 |
| Net assets (deficit), beginning of year             | 2,059,628                 | 1,677,394                        | (3,604)                              | 57,583                              | (63,979)     | 3,737,022              | 2,327,829                 | 1,365,782                        | (6,546)                              | 66,543                              | (59,997)     | 3,693,611              |
| Net assets (deficit), end of year                   | 2,065,649                 | 1,679,714                        | (995)                                | 59,814                              | (68,819)     | 3,745,363              | 2,059,628                 | 1,677,394                        | (3,604)                              | 67,583                              | (63,979)     | 3,737,022              |

## Board of Directors Roster - 2015

| Name                   | Title              | Position       |
|------------------------|--------------------|----------------|
| Chris Roundy           | Board of Directors | President      |
| Kathleen Boisclair     | Board of Directors | Vice President |
| Matthew Sylvia         | Board of Directors | Treasurer      |
| Ann Landry             | Board of Directors | Secretary      |
| David Andre            | Board of Directors |                |
| Kristine Baber         | Board of Directors |                |
| Greg Betts             | Board of Directors |                |
| Judge Daniel Cappiello | Board of Directors |                |
| Anthony Demers         | Board of Directors |                |
| Rev. Sue Frost         | Board of Directors |                |
| Wayne Goss             | Board of Directors |                |
| John Guy               | Board of Directors |                |
| Bryant Hardwick        | Board of Directors |                |
| Kerri Larkin           | Board of Directors |                |
| John Lowy              | Board of Directors |                |
| Ken Muske              | Board of Directors |                |
|                        |                    |                |

## **BRIAN J. COLLINS**

### **Summary:**

A seasoned Executive Director with broad experience in managing complex nonprofit organizations; manages with a hands-on, approachable style and a strong, mission-driven value system.

### **Experience:**

1995 - Present

#### **Executive Director**

**Behavioral Health & Developmental Services of Strafford County, Inc.,  
D/B/A Community Partners of Strafford County, Dover, NH**

CEO of a designated regional Area Agency for Developmental Disabilities and Community Mental Health Center serving over 3200 people with 350 staff and \$25 million budget; implemented needed programmatic changes stemming from long-term financial losses, including negative fund balances; vastly improved quality outcomes after assuming the position in 1995; report to a 15 member Board of Directors.

- Turned around agency's \$324K negative total net assets upon arrival to \$3.6 million positive total net assets today.
- Successfully implemented corrective administrative measures, resulting in removal of conditions imposed by the State of NH as a result of the impending bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that advance human service causes including chronic illness, elder services, supporting families of children with chronic illness, mental health court, sexual assault victims, employment for people with disabilities and work with schools and pre-schools.

Area Agency responsibilities include Early Supports and Services for children birth-three, Family Support Services for all families of children with disabilities (including respite,

Brian Collins

Page 2

parent to parent, transition supports, benefits application assistance, support groups, clinical education), Adult Services including Service Coordination, employment and day habilitation, residential, community and in-home supports, contract administration of provider organizations, consumer directed programs.

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy, and medication management. For children and families this includes an at risk category, but the same types of intervention as for adults, providing 24 hour/7 day emergency services, working in local hospitals assessing at risk to the individual or the community.

1989 - 1995

**Executive Director  
The Plus Company, Nashua, NH**

Chief Executive Officer of a non-profit human service agency serving over 150 people with disabilities in New Hampshire and Massachusetts. Agency provides residential, vocational, and medical supports in over 50 locations. Agency employs 125 staff with a total budget of \$4.5 million. Report to a 15 member Board of Directors.

- Eliminated debt service after Agency had lost \$500,000 over a prior five-year period. Agency's surplus exceeded \$600,000 over five year tenure.
- Increased operational budget over \$1 million. Contract with 25 funding streams, which include three states, numerous non-profit agencies, school systems, and private companies.
- Eliminated the need for a sheltered workshop by developing community jobs and individualized day options for over 75 consumers. Negotiated the sale of the sheltered workshop building and relocated the agency headquarters. The move retired all debt service.
- Downsized all group home populations by developing individualized and small group options. Grew the number of consumers living in small group settings from 45 to 70 people during a five-year period.
- Increased fund raising and public relation, including a high profile annual breakfast with over 400 people in attendance.

1985 - 1989

**Program Planning and Review Specialist  
New Hampshire DMHDS, Concord, NH**

Responsible for managing \$13 million of State and Federal funds, covering one-quarter of the service system; areas of responsibilities include case management, housing, vocational programming, respite care, early childhood intervention and family support services. Reported to the Assistant Director of Developmental Services.

Brian Collins

Page 3

- Monitor contract compliance to ensure cost effective service delivery system. Oversee implementation of Supported Employment Initiative to establish program models, funding stream, staff re-education and training, and business and industry liaisons.
- Analyze budgets to determine maximum revenue sources and maintain controls over expenditures.
- Ensure that the Board of Directors policies and staff procedures enhance community presence of people with severe disabilities.
- Liaison for regional area agencies and State agencies to Division of Vocational Rehabilitation.
- Ensure compliance with \$2 million federal grant, to fund a five-year plan to create employment opportunities.
- Member of Governor's Task Force on Employment.

1982 - 1985      **Quality Assurance Administrator,  
Training Coordinator, New Hampshire DMHDS**

**Quality:** Responsible for quality assurance function statewide for Community Service Delivery System. Led seven-person team in annual reviews of each regional area agency. Reported to the Director of Quality Assurance.

**Training:** Responsible for the coordination of statewide and regional training for Community Service Deliver System; designed Training Needs Inventory using regional priorities to establish training needs; procured funding to provide consultants for specific regional training and technical assistance; originated special projects, including training annual, audio visual training packages and leisure skills handbook.

**Education:**

**Masters in Public Administration,** University of New Hampshire  
**BA, Communications,** Boston College Evening School

**Advisory Boards:**

Advisory Board, University of New Hampshire Institute on Disability (UAP)  
University of Hartford Rehabilitation Training Program  
Virginia Commonwealth University Rehabilitation Research and Training Center.  
New Hampshire Governor's Appointment to Inter-Agency Coordinating Council.  
Overseeing services to children with disabilities from birth to age three.  
HHS Commissioner Stephen's Advisory Council focused on increasing employment for people with disabilities



**Memberships:**

The Association for Persons with Severe Handicaps (TASH)

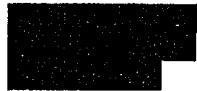
American Association on Mental Retardation (AAMR)

National Rehabilitation Association (NRA)

New Hampshire Rehabilitation Association (NHRA)

American Network of Community Options and Resources

## Kathleen Stocker



---

### Accomplishments

- \* Installation of T-1 lines for voice and data telecommunications systems reducing phone costs by 35%
- \* Implementation of direct deposit of payroll
- \* Directed conversion of computer system to PC network
- \* Streamlined accounting departments of 3 divisions saving overhead of \$200 thousand per year
- \* Initiated the development of MIS group to improve information flow
- \* Designed meaningful cash flow and other financial reporting
- \* Converted to a new MIS system resulting in more timely, meaningful financial information
- \* Accelerated accounts receivable collection period from 50 days to 40 days
- \* Converted payroll to bi-weekly to improve cash flow by \$150 thousand
- \* Collapsed insurance package for savings of \$400 thousand per year
- \* Combined insurance programs for savings of \$50 thousand per year
- \* Presented public offering memorandum to SEC committee
- \* Implemented accounts receivable factoring facility of \$3.5 million
- \* Raised new capital to refinance four nursing homes for \$17.9 million
- \* Effort to identify reimbursable costs resulted in an average Medicaid rate increase of 11%
- \* Successful in negotiations with state and federal tax agencies
- \* Directed successful audits with CPA firms IRS, Medicaid agents

### Business Experience

**2000 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire**

Chief Financial Officer 2001 – Present  
Controller 2000 - 2001

Responsible for directing the overall financial and administrative management of this \$27 million agency, including Human Resources, Facilities, and IT. Also, under contract between Community Partners and Southeastern New Hampshire Services to direct the overall financial management of Southeastern New Hampshire Services, a \$2m substance abuse treatment center.

**1993 – 2000 Renaissance Greeting Card, Inc., Sanford, Maine**

Controller for a privately held subsidiary of FTD. Renaissance designs, manufactures, and distributes products for the greeting card industry. The nation wide retailer has annual revenues of \$10 million. Report directly to Executive Vice President.

- \* Develop a system of financial reporting to advise on performance and to facilitate planning.
- \* Evaluate and recommend improvements for MIS system and Operation Process.
- \* Establish training and education to strengthen understanding of accounting and systems issues.
- \* Direct and coordinate accounting functions required to maintain data integrity and all books of account.
- \* Manage the Credit functions to ensure timely processing of orders and the acceleration of collection's efforts.
- \* Implement and improve company wide budget process with major focus on sales and inventory.
- \* Provide support and focus to teams in developing Marketing Strategy, improving Profitability, and strengthening overall company Structure initiatives.

**1990 – 1993 Schirm Associates, Waltham, Massachusetts**

CFO of a privately held collective that provides rehabilitation and education services to survivors of head trauma. The fifteen proprietorships offer seven programs in a continuum of care approach to head injury. Located in the New England and Mid Atlantic States with revenues of \$45 million. Managed nineteen accounting, finance, tax, risk management, and administrative professionals. Reported directly to owner.

**Schirm Associates continued**

- \* Coordinated all the planning, development, and implementation of the necessary accounting functions required to close, monitor, and analyze the books of account.
- \* Reviewed and managed all risk management functions.
- \* Planned and organized all fiscal year end requirements including audits, reporting, and taxes.
- \* Supported and led team in preparation of information for presentation to the institutional lending markets.
- \* Key member of task force to develop public offering memorandum.
- \* Assisted work-out group in reorganization of companies

**1988 – 1990 Clipper Home Affiliated, Durham, New Hampshire**

Controller of a privately held company that develops, owns, and operates retirement communities. Clipper Home Affiliates is one of the largest providers of long-term care services in the state of New Hampshire. The companies are comprised of eight operating corporations, eight related partnerships and an affiliated management company with total assets of approximately \$35 million. Supervised twelve accounting and administrative professionals. Reported to the Chief Financial Officer.

- \* Performed all the necessary accounting functions to close and monitor the books of account, general ledger, and asset records. Prepared and revised financial statements.
- \* Managed the accountability of construction records for new facilities.
- \* Implemented a reporting system to review performance and facilitate planning
- \* Developed operational budgets and pricing.
- \* Supported a task force in developing a presentation to the institutional lending market.
- \* Worked with other finance and MIS professionals to evaluate the existing computer system.
- \* Prepared Cost filings for the State to determine the reimbursement rate for the Medicaid recipients. Maintained the company's insurance and risk management programs. Planned, coordinated, and administered the year end audits by State and Federal agencies. Calculated cash requirements and developed cash flow reporting. Administered all outstanding debt. Solicited and evaluated proposals for a centralized cash management system.

**1977 – 1988 Spaulding Composites, Rochester, New Hampshire**

Spaulding Composites, Inc. is a privately held manufacturer of specialty insulating materials and fabricated component for electronics, housing and automotive industries with gross sales of approximately \$100 million.

Controller of three of eight Spaulding Divisions 1983 – 1988. Supervised six accounting professionals. Reported to the Vice President of Operations and Vice President of Finance.

- \* Planned, managed, and performed all the necessary accounting functions including closing and analyzing the books of account, reconciliation of inter-company transactions, maintenance of the general ledger monthly reporting, financial statement preparation and analysis.
- \* Monitored standard cost system geared toward cost containment and control.
- \* Established and administered policies and procedures.
- \* Prepared revenues and cost evaluation surveys of the manufacturing processes for Federal agencies.
- \* Prepared and monitored budgets with annual sales of \$50 million.
- \* Trained staff in the conversion of a manual system to a computerized accounting and reporting system.

Assistant Controller 1977-1982 Supervised staff of five accounting professionals and MIS staff of three.

- \* Supervised all the day to day accounting functions including accounts receivable, accounts payable, payroll and standard costing of \$3 million inventory.
- \* Member of corporate wide task force to reduce accounts receivable and improve collections.
- \* Planned, analyzed and reported on special projects geared toward improvement of bottom line profits.
- \* Monitored the ongoing conversion of accounting integrity of a newly implemented decentralized accounting and reporting system.
- \* Designed and implemented a system to fully automate a labor cost control method.

**Education**

M.B.A., Management, 1980, New Hampshire College  
B.S., Accounting, 1977, New Hampshire College

# Christopher D. Kozak

---

## SENIOR MANAGEMENT

---

---

### Profile

---

High-performance executive providing leadership, innovation and direction to support infrastructure change and development to maximize profitability. Proven ability to develop and implement strategic approaches and methodologies to create a highly effective organization that operates at or below budgetary requirements. Excel in understanding the insurance industry and the challenges faced by insurers and providers. Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- P & L Responsibility
- Strategic Planning
- Staff Development and Team Building
- MCO Contracting
- Rate Negotiation
- Process and Quality Improvement
- Corporate Presentations & Marketing

---

### Professional Experience

---

#### Community Partners

Dover, NH October 2010 – Present

*A State designated Community Mental Health Program providing services to individuals*

*Chief Operating Officer (4/12 – present)*

*Director of Quality Improvement (10/10 – 4/12)*

Senior member of the management team with responsibility for oversight of the Behavioral Health Services Division.

#### *Accomplishments*

- Successfully navigated the organization through the State's re-designation process. Preliminary feedback indicated that the State will award the organization with another full 5-year designation as a community mental health program.
- Developed and implemented several new reports, forms and other management tools that created efficiencies in daily paper work as well as providing managers with a dashboard-like view of data about their specific staff/program simply by opening a Microsoft Excel file.
- Engaged in a major change management process that has challenged veteran staff to rethink and analyze nearly every facet of their program operation.

---

#### Dynamic Solutions NE, LLC

Portsmouth, NH September 2008 – Present

*Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.*

#### *Consultant*

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

#### *Accomplishments*

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

---

#### Casenet Inc.

Bedford, MA August 2006 – July 2008

*A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.*

#### *Vice President of Product Management*

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

#### *Accomplishments*

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>\$9 million).
- Member of the Senior Management Team that successfully secured \$7.5 million of B-round

financing.

---

**Landmark Solutions, LLC (A.K.A. BHN)**

Concord, NH September 1998 – September 2006

*A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.*

---

*Vice President of Managed Care Services (7/03 – 8/06)*

*Director of Behavioral Health Services (8/98 – 7/03)*

Complete responsibility for the managed care product including \$3.5 million operating budget, \$18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

**Accomplishments**

- Re-contracted provider network to simplify contracts and maximize flexibility in bringing on new business lines.
- Initiated and implemented on-line patient registration process and automated attendant resulting in net operational savings of 3.5%.
- Implemented a new Outpatient Treatment Report to reign in escalating outpatient claims costs resulting in clinical savings of 4.5%.
- Met aggressive budget requirements by implementing tighter monitors on inpatient utilization resulting in a net savings of 10.6%.
- Brought credentialing process in-house resulting in a 66% reduction in operating costs.
- Initiated and successfully implemented a complete overhaul of the utilization management program resulting in improved NCQA delegation scoring from the low 60's to 100 percent.
- Collaborated with the director of information and technology to develop and implement a provider Web portal allowing providers to submit updated clinical information directly to BHN/Landmark Solutions'.

---

**CNR Health, Inc.**

Milwaukee, WI August 1991 – September 1998

*A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.*

---

**Director of Case Management**

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

**Accomplishments**

- Numerous positions of increasing responsibility during seven-year tenure: Behavioral Health Case Manager, Clinical Operations Manager, Director of Behavioral Health, Director of Case Management.
- Directly responsible for a \$2.5 million dollar operating budget.

---

**Education**


---

**North Dakota State University, Fargo, ND**

**Bachelor of Science in Psychology, 5/87**

Minor: Statistics

**Marquette University, Milwaukee, WI**

**Master of Science in Clinical Psychology, 8/89**

Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

---

**References**


---

Available upon request

Karen J. Johnson  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**EDUCATION:**

***University of Connecticut School of Social Work.*** Masters of Social Work, 1986.

***Green Mountain College,*** Poultney, Vermont. Bachelors of Science, Recreational Therapy, 1980.

**EXPERIENCE:**

**DIRECTOR of ACUTE CARE LINKAGES**

October 2008 to April 2009: ***Riverbend Mental Health Center,*** Concord, New Hampshire. Duties and responsibilities included consultation with acute care referral sources such as Emergency Services, Concord Hospital, Family Health Center, pre-screening for likely eligibility of CSP consumers, facilitated IMR consultation group, provided individual IMR and therapy to consumers. NHH Liaison for the agency.

**DIRECTOR of CASE MANAGEMENT**

December 2005 to October 2008: ***Riverbend Mental Health Center,*** Concord, New Hampshire. Primary responsibility to provide leadership and supervision of a recovery oriented case management team of 22 full time staff. Teams are community based providing a wide array of treatment interventions and services for over 500 consumers. Duties include all clinical and administrative oversight of the Team Leaders as well as all aspects of staff recruiting, hiring, training and completing performance evaluations of program staff. Responsible as the New Hampshire Hospital Liaison and developing Riverbend's Illness Management and Recovery (IMR).

**TEAM LEADER**

October 2000 to December 2005: ***Riverbend Mental Health Center,*** Concord, New Hampshire. General responsibilities include the day-to-day clinical oversight of a ten person multi-disciplinary team providing a wide array of clinical service to over one hundred and fifty severely mentally ill consumers. Responsible for provision of administrative and clinical supervision of team staff. Participate in Center's Management Team.

**PSYCHIATRIC SOCIAL WORKER**

November, 1996 – October 2000: ***Concord Hospital,*** Concord, New Hampshire. Participated on an interdisciplinary team, providing psycho-social assessment, short stay treatment including individual, group and family therapy, case management and discharge planning on a voluntary

psychiatric inpatient unit. On call rotation for hospital social work department.

#### **PSYCHIATRIC SOCIAL WORKER, SENIOR CLINICIAN**

August 1989 - May 1996: *Day Kimball Hospital Mental Health Clinic*, Putnam, Connecticut. Half time position. General duties and responsibilities as a senior clinician included some supervision and staff training. Focus was with managed care population working closely with specific insurance providers. General clinical duties as detailed in description below.

#### **PSYCHIATRIC SOCIAL WORKER**

August 1988 - August 1989: *Day Kimball Hospital Mental Health Clinic*, Putnam, Connecticut. Psychiatric Social Worker, primary duties included provision of outpatient psychotherapy for a full caseload of adolescents and adult clients through individual, group, marital and family psychotherapy. Regular shift rotation for hospital based Emergency Room Psychiatric Emergency Services. Position included triage, assessment, referral, brief hospitalization evaluation, and crisis stabilization as well as telephone assessment and referral.

#### **TRANSITIONAL/ELDERLY SERVICES CLINICIAN**

March 1987 - January 1988: *Day Kimball Hospital Mental Health Clinic*, Putnam, Connecticut. Duties included implementation of multi-faceted life management services for mental health clients; primary responsibility was providing individual and family psychotherapy within the client's homes. Regular rotation of Psychiatric Emergency Services, responsibilities as detailed above.

#### **HOUSING COORDINATOR**

December 1984 - May 1986: *Center For Life Management*, Salem, New Hampshire. Housing Coordinator for both acute and chronically mentally ill. Primary responsibility included evaluation and service admissions, liaison with landlords, search and secure community based apartment sites. Clinical duties included a small clinical caseload with treatment focused in the Fountain House model Partial Hospital Program. Provision of milieu and group therapy.

#### **CASE MANAGER**

December 1982 - November 1984: *Center For Life Management*, Salem, New Hampshire. Case Manager for the Day Treatment / Partial Hospitalization program for the acute and chronically mentally ill. Duties included development and implementation of Individual Service Plans, linking clients to multi-faceted services for successful community adjustment. Clinical responsibilities included milieu, educational, prevocational and therapeutic groups. Also responsible for a bi-annual camping trip, leading fifteen clients in a therapeutic/recreational four day trip.

#### **RECREATIONAL SPECIALIST**

May 1982 - November 1982: ***Granite State Independent Living Foundation***, Goffstown, New Hampshire. Responsibilities included assisting Director in implementing USDE/RSA grant in providing recreational opportunities for special needs clients. Specific duties involved conducting site evaluations of all New Hampshire State Parks in conjunction with UNH Recreation and Parks Department.

**REFERENCES:**

References available upon request.



JENNIFER HOSUE

## Objectives

I am looking to join an energetic professional team where I can use the knowledge that I have gained to improve any given situation or business. I can easily work independently or within a group setting. I have strong leadership skills learned through years of experience. I adapt easily to change and handle stress well. I thrive in fast-paced multifaceted environments. I am also looking for an organization where I have the ability and the encouragement for continued learning and growth both intellectually and within your organization.

## Experience

### Health Outreach Specialist II • 5/2014 – 9/2014 (Temp Position)

WellPoint Inc. Division of Quality Assurance – Manchester, NH 03301

Provides initial contact between Clinical Outreach/Disease Management Program and specific identified members. Conducts outbound motivational calls to eligible members to provide information regarding preventive testing and program benefits. Primary duties may include persuading members to complete preventive testing or participate in the Disease Management Program by providing information about the program, outlining member benefits and explaining available services. Conducts disease management survey via telephone and gathers appropriate member information. Handles inbound calls as needed. Records call details and adjusts call scripts as needed based on client requirements. Directs member inquiries to appropriate department/supervisor.

### Administrative Supervisor V • 05/2007 - 07/2013

State of New Hampshire, DHHS, Division of Client Services - Rochester, NH 03867  
Supervised DHHS Rochester District Office for Division of Client Services of 20+ staff. Also recruited, trained and managed multiple volunteers. Ensured that over 50 Federal and State funded welfare programs (TANF, Food Stamps, and Medicaid) were administered correctly, efficiently and in a timely manner. Responsible for staff training and development. Prepared reports to document program timeliness and quality. Kept over time budgets balanced. Daily ongoing supervision duties within the office, included but were not limited to management of all staff, maintaining staff records to be used in reviews of employees, disciplinary actions and/or promotions. Maintained relations with other State Agencies and offices. Utilized a proactive management style vs. reactive style and used my own supervisor and staff to assist with input before any plan was formulated. All changes were well thought out before implementation. Held monthly staff meeting to keep my own staff up to date on any changes. Wrote, researched, and executed all client dispute hearings for the Rochester District Office. Contributed too many ad hoc committees within DHHS and the community working towards program integrity and ease of access. Acted as community liaison with local welfare offices, hospitals, clinics, mental health agencies and local non-profits.

**ServiceLink Network Coordinator 1/2003- 5/2007**

State of New Hampshire, DHHS, Bureau of Elderly and Adult Services - Concord, NH 03301

ServiceLink Resource Center (SLRC) is an information and referral organization for elderly and disabled individuals, providing assistance with counseling and other referrals, with a focus on continued community living vs. nursing home placement. SLRC also has a Caregiving Program for families who are living with such issues as stated above. Responsibilities included assisting in 10 State contracted ServiceLink Resource Center (SLRC) tasks with hiring and employee education. Traveled Statewide to ensure State contract terms were meeting all requirements, such as fiscal responsibility, program implementation, computer programming and program integrity. Traveled locally and nationally to represent New Hampshire's SLRC program and speak about the growing elderly and disabled population and the programs provided by the SLRC in New Hampshire. Held education sessions on elder/disability issues with community partners, government officials, law enforcement personnel and the general public through classes, seminars and meetings. Active on the planning board for the Conference on Aging. Assisted in workshop recruitment, publications, guest speakers, and budgeting. COA is an annual event: <http://nhconferenceonaging.org/>

**Policy Writer, Researcher • 08/2001 - 01/2003**

State of New Hampshire, DHHS, Division of Client Services - Concord, NH 03301

Responsible for researching and drafting State rules and program policies to ensure State and Federal compliance with program implementation. Researched Federal rules and regulations in order to ensure State program continuity. Readopted expiring laws and rules. Prepared rules for presentation to and approval from the Governor's Executive Council and other pertinent legislative committees. Followed such rules through the NH rule-making process. Proof read and edited co-worker's work when needed.

**Social Services Assistant • 09/2000 - 08/2001**

Rochester Manor Nursing Home: Whitehall Rd. Rochester NH 03867

Assisted families through the registration process of a long-term care facility. Educated patients and families with the long-term care system in New Hampshire. Documented resident's social condition in patient charts on a regular basis. Provided education and support to residents and families through the end of life process. Interacted daily with residents and their families to communicate to ensure emotional needs of both were being met. Attended weekly care management meetings with residents and the families in the short term skilled nursing wing where current, future, or discharge planning was contemplated. Assisted patients and families when transition to long-term care placement became questionable.

**Family Services Specialist II • 01/1998 - 09/2000**

State of New Hampshire, DHHS, Division of Client Services - Rochester, NH 03867

Responsible for determining client financial eligibility for over 50 State and Federal welfare programs. Interviewed up to five new applicants for eligibility daily. Managed caseload of 500 + families, providing biannual face to face case reviews and continual case management. Provided community referrals for additional assistance. Aided clients with additional applications such as housing and Social Security. Assisted coworkers managing their own caseload and supervised office when needed.

## **Skills**

- Able to communicate, train and lead staff to improve program integrity and compliance
- Excel in morale building techniques that reduce employee turnover
- Experienced in public speaking in small to large meeting setting
- Skilled in State and local focus groups, strong ability to facilitate meetings
- Planned all process changes utilizing both tactical and strategic strategies and projected outcomes
- Professional and prompt when responding to public complaints and/or requests for information
- Able to gather and analyze data for studies and develop recommendations based on findings
- Ability to collaborate with management and community partners
- Proficient in Microsoft programs (Word, Excel, Power Point)
- Advanced writing and oral skills
- Creative problem solver and multi-tasker

## **Education**

Bachelor of Arts: English & Sociology, University of New Hampshire (2006)

Public Supervisor/Manager Certification, Franklin Pierce College (2004)

CIRS-Certification for I&R Specialist, Alliance of Information and Referral Systems (2003)

## **References supplied upon request**

## CONTRACTOR NAME

### Key Personnel

| Name              | Job Title               | Salary    | % Paid from this Contract | Amount Paid from this Contract |
|-------------------|-------------------------|-----------|---------------------------|--------------------------------|
| Brian Collins     | Executive Director      | \$184,996 | 0.00%                     | \$0.00                         |
| Kathleen Stocker  | Chief Financial Officer | \$101,962 | 0.00%                     | \$0.00                         |
| Christopher Kozak | Chief Operating Officer | \$82,399  | 0.00%                     | \$0.00                         |
|                   |                         |           |                           |                                |
|                   |                         |           |                           |                                |



State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a  
Community Partners of Strafford County Contract

This 1<sup>st</sup> Amendment to the ServiceLink Program contract (hereinafter referred to as "Amendment #1") dated this 1<sup>st</sup> day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 113 Crosby Road, Dover, NH 03820.

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 \$374,315.
- 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, B-12 and B-13.

New Hampshire Department of Health and Humans 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,

5/7/14  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
NAME  
TITLE

5-6-14  
Date

Behavioral Health & Developmental Services of Strafford  
County, Inc. d/b/a Community Partners of Strafford  
County

[Signature]  
NAME Brian Collins  
TITLE Executive Director

Acknowledgement:

State of New Hampshire County of Strafford on 5/6/14, 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

MARTHA J. GREEN  
Notary Public - New Hampshire  
My Commission Expires January 29, 2019

[Signature]  
5/6/14



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

OFFICE OF THE ATTORNEY GENERAL

5-14-14  
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 Contractor shall provide Veterans the opportunity to receive home and community based services in a consumer directed fashion that enables them to avoid nursing home placement and to continue to live in their homes and communities.
  - 1.1. Develop and implement a VDHCB program to provide the services described in paragraph 1.2, in the following ways:
    - 1.1.1. Enter into a provider agreement with the White River Junction Veteran's Administration Medical Center (WRJ VAMC), Vermont and/or the Manchester Veteran's Administration Medical Center (Manchester VAMC). The agreement is to be based on the Memorandum of Agreement between the Department and the WRJ and/or Manchester VAMC. Under the Agreement, the contractor shall be responsible for service coordination in paragraph 1.2.
    - 1.1.2. Establish an advisory group to oversee the development, implementation of the program and provide ongoing feedback for continuous improvement of the program and services. Membership is to include representation from key community resources, local Veterans' organizations, Veterans and families of Veterans utilizing the program, and the public.
    - 1.1.3. Establish a budget for the costs to develop and implement the program. The Department provides funding for the development and implementation limited to the following:
      - 1.1.3.1. Staff development and training: This includes costs of trainings for staff, recruiting and hiring new staff, costs of salaries for newly hired staff during development and implementation of the program.
      - 1.1.3.2. Travel costs associated with capacity building: Staff mileage to training sites, staff mileage related to providing education and outreach to the public about the program, assisting the Veteran in getting services and in identifying service providers and services, and development and implementation of the advisory committee.
      - 1.1.3.3. Development and implementation of business processes related to the VD-HCBS Program: computer equipment, telephone expenses, and office furniture for new staff.
      - 1.1.3.4. Once the program has been established, the VAMC will, under their agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services, in paragraph 1.2).
    - 1.1.4. Provide or contract with an agency to provide financial management services in accordance with the roles and responsibilities of an agency with choice model.
    - 1.1.5. Provide a minimum of a .5 FTE Veterans Options counselor to provide counseling, assessment, service coordination, and assistance to Veterans participating in the program in developing and managing an individual service budget.
    - 1.1.6. Ensure that key staffs such as the SLRC Program Director, site supervisors, caregiver specialists, and options counselors have been trained to provide initial start-up and collaborative support for the program.
    - 1.1.7. Within ninety (90) days from the effective date of the contract, the contractor will complete a Program orientation and participate in a readiness review by the Department, in accordance with the Program/Policy Guide. Reviews will be conducted by monthly face to face meetings, conference calls and webinars.





Exhibit A-1

- 1.2. Have the program infrastructure in place within ninety (90) days from the effective date of the contract and is actively providing options counseling and assisting Veterans in arranging consumer directed services by:
  - 1.2.1. Maintain the provider agreement in paragraph 1.2 and the contractor shall be responsible for service coordination for the Veteran by:
    - 1.2.1.1. Accept referrals of eligible Veterans from at least one of the VAMC in paragraph 1.1. The Veterans Administration is responsible for determining the eligibility of Veterans for the program and for authorizing a budget to buy long term supports and services for the Veteran. The Veterans Administration will refer eligible Veterans with an authorized flexible service budget to the contractor.
    - 1.2.1.2. Provide options counseling to Veterans and their families as they determine how to use their flexible home and community based services budget to meet their long term supports and service needs, goals, and preferences. At a minimum, options counseling shall include an assessment, plan of care and identify type of services to meet the needs to the Veteran to remain in the home and community. The Contractor shall submit the Veteran's plans of care with types of services to the VAMC for approval before the Veteran receives services. The Contractor shall comply with the VAMC and the Department's program and policies guide for linking Veterans with needed Long term services and supports and making mutual referrals.
    - 1.2.1.3. Provide or maintain the contract with an agency to provide financial management services in accordance with the roles and responsibilities of an agency with choice model.
    - 1.2.1.4. Seek reimbursements for service coordination through the VAMC. Once the program has been established, the VAMC will, under their agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services.
  - 1.2.2. Assure the following:
    - 1.2.2.1. All Veterans referred to the program from the VAMCs are contacted within 3 business days of the referral to ServiceLink contractor to set up a date for assessment.
    - 1.2.2.2. 100% of services provided are based on the needs and preferences of the participating Veteran.
    - 1.2.2.3. Veterans enrolled in the program decide what mix of goods and services will best meet their needs for long term care support.
    - 1.2.2.4. Of the Veterans served, there will be a 90 % or better, consumer satisfaction rate.
  - 1.2.3. Comply with procedures for reporting requirements defined by DHHS.
  - 1.2.4. Provide this service to individuals located in the cities and towns in the geographic area of Strafford County.
  - 1.2.5. Enter contact data into the Refer 7 data base to increase the amount of resources available within a geographic area in Section 1.2.4 to serve Veterans.
  - 1.2.6. Assure that documentation required by both the Department and the VAMC is kept current and submitted according to the program and policy guide.
- 1.3. Participate in continuous process improvement activities with the Department and/or the VAMC to evaluate and improve the quality of the program and its policies and processes by attending monthly meetings, trainings, and conference calls.

*BLC*  
5/6/14



Exhibit A-1

2. The Contractor shall provide Medicare Improvements for Patients and Providers Act (MIPPA) services as follows:
  - 2.1. Provide MIPPA services to assist Medicare beneficiaries to:
    - 2.1.1. Reduce Medicare cost share expenses for people with limited income by enrolling beneficiaries into the low-income subsidy (LIS) and Medicare Savings Programs (MSP); and enrolling beneficiaries in Medicare Part D prescription coverage.
    - 2.1.2. Increase wellness and prevent illnesses among all Medicare beneficiaries by increasing and promoting awareness of Medicare's preventive and screening services.
  - 2.2. Promote the Medicare programs described in Section 2.1 by conducting outreach and education to increase the number of people enrolled into these programs. To assist the Department in determining the outreach and education strategies to implement in the specific geographic area, the contractor shall complete assessments and analysis to determine the effectiveness of informing Medicare beneficiaries and having them enroll in the programs. Specifically the contractor shall:
    - 2.2.1. Complete an assessment of past outreach activities that targeted low income Medicare beneficiaries and those people who may not have physical access to ServiceLink contractor offices, internet access, or access to a telephone. The Department will provide the data to the contractor for the specific geographic area list above. Data will include existing and past outreach and education materials and strategies used in the specific geographic area. The contractor shall report the findings to the Department.
    - 2.2.2. Complete an analysis of Social Security and Centers for Medicaid and Medicare Services statistics to identify target areas for outreach. The Department will provide the data to the contractor for the specific geographic area listed above. The contractor shall report the findings to the Department.
    - 2.2.3. Assess current and past partnerships with other agencies and community services.
  - 2.3. The Department will review the contractor's results of the assessment and analysis described in Section 2.2 and will determine the best outreach approaches, target population and geographic area for the contractor to conduct outreach, education and assistance to meet the goals in Section 2.7 Performance Measures. Outreach and education consists of the following, but not limited to:
    - 2.3.1. Promote the availability of Medicare preventive services such as wellness screenings and flu shots to Medicare beneficiaries through the distribution of promotional materials developed by CMS and BEAS;
    - 2.3.2. Set and implement calendar for outreach campaigns (2 per month for each ADRC): (1) Mail introductory letters to town offices, housing sites, home health agencies, Parish Nurses, public libraries, hospital public affair managers, pharmacies, and medical practices; (2) Do follow-up contacts and (3) Arrange face to face meetings.
    - 2.3.3. Develop contact list of all fitness centers, health clubs, senior-based websites, AARP local Chapters, churches, senior and community centers, meal sites, and public libraries. The contractor shall request to partner with these contacts to communicate awareness of Medicare Programs listed in Section 2.1
    - 2.3.4. Work in consultation with NH SHIP Director and the other ServiceLink contractors to set up MIPPA Email list Serve for State/agency leads – Client Services, Medicaid Eligibility, Fuel Assistance, hospital charitable offices, Minority Services, Sight and Hearing Impaired groups –to disseminate LIS/MSP objectives.

RJC



Exhibit A-1

The developed email List Serve will be used to communicate awareness of Medicare Programs listed in Section 2.1.

- 2.3.5. Develop a media list for the geographic area to be covered – radio stations, newspapers, agency/hospital web-based newsletters and other community websites to share LIS/MSP and Preventive benefits. The media list will be used to implement advertising activities to communicate awareness of Medicare Programs listed in Section 2.1.
- 2.3.6. Write scripts for Radio, newspapers, and public service announcements. The Department shall approve them prior to publication.
- 2.3.7. The contractor will be responsible for purchasing the media in their local area.
- 2.4. Insure staffing capacity to insure a demonstrated increase and enhanced beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage as described in section 4.7.3 of the ServiceLink Contract.
- 2.5. Complying with procedures for reporting requirements defined by DHHS.
- 2.6. Provide service to individuals located in the cities and towns in the geographic area of Strafford County.
- 2.7. Performance Measures :

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

| Performance Measure                                                                                                                                              | How it will be measured                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Measure 1:</b> Increasing the number of individuals enrolled in: LIS, MSP, and Medicare Part D:<br><b>Strafford County: 214</b>                   | Work plan and MIPPA monthly Outreach Activities and Enrollment reports sent to DHHS by 10th of each month.                                     |
| <b>Performance Measure 2:</b> 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).                |
| <b>Performance Measure 3:</b> 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.                                                                                   |
| <b>Performance Measure 4:</b> 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 |

*[Handwritten Signature]*  
5/2/14



## 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,<br>13AANHMAADR,<br>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

- 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 July 1, 2014 to June 30, 2015 for the purposes of developing and implementing the program as defined in Section 1.1 and 1.3 of Exhibit A-1. Once the program is operational, the contractor shall continue providing the scope of work as defined in Section 1.2 of Exhibit A-1, without funding from the Department.

## CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Behavioral Health & Development Services of Strafford County, Inc.  
DBA Community Partners of Strafford County  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on May 6, 2014  
(Date)

RESOLVED: That the Brian Collins  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 6<sup>th</sup> day of May, 2014.  
(Date Contract Signed)

4. Brian Collins is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 2014.

By Christopher Roundy  
(Name of Elected Officer of the Agency)

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

(NOTARY SEAL)

Commission Expires: 1/29/19

MARTHA J. GREEN  
Notary Public - New Hampshire  
My Commission Expires January 29, 2019

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<br>Department of Health and Humans Services                                                                                                                                                                                                                                                                                              |                                     | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301                              |                                    |
| 1.3 Contractor Name<br>Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County                                                                                                                                                                                                                       |                                     | 1.4 Contractor Address<br>113 Crosby Road<br>Dover, NH 03820                                      |                                    |
| 1.5 Contractor Phone Number<br>(603) 516-9300                                                                                                                                                                                                                                                                                                                  | 1.6 Account Number<br>See Exhibit B | 1.7 Completion Date<br>6/30/2015                                                                  | 1.8 Price Limitation<br>\$347,772. |
| 1.9 Contracting Officer for State Agency<br><i>Mary Maggioncalda</i>                                                                                                                                                                                                                                                                                           |                                     | 1.10 State Agency Telephone Number<br><i>603-271-9096</i>                                         |                                    |
| 1.11 Contractor Signature<br><i>Brian Collins</i>                                                                                                                                                                                                                                                                                                              |                                     | 1.12 Name and Title of Contractor Signatory<br><i>Brian Collins, Executive Director</i>           |                                    |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u><br>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<br><i>Martha J. Green</i><br>[Seal]                                                                                                                                                                                                                                                                  |                                     |                                                                                                   |                                    |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br><i>Martha J. Green, Notary</i><br><div style="text-align: right;">MARTHA J. GREEN<br/>Notary Public - New Hampshire<br/>My Commission Expires March 4, 2014</div>                                                                                                                                   |                                     |                                                                                                   |                                    |
| 1.14 State Agency Signature<br><i>Sh R Rockburn</i>                                                                                                                                                                                                                                                                                                            |                                     | 1.15 Name and Title of State Agency Signatory<br><i>Sheri Rockburn Acting Assoc. Commissioner</i> |                                    |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____                                                                                                                                                                                                                                 |                                     |                                                                                                   |                                    |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By: <i>Rosemary H. ...</i> On: <i>12-4-13</i>                                                                                                                                                                                                                                         |                                     |                                                                                                   |                                    |
| 1.18 Approval by the Governor and Executive Council<br>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.

  
12/31/3



## 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.



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

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

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

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

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

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

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

To amend as follows:

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

*R-E*  
*3/26/15*



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

---

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



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

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

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

State of New Hampshire  
Department of Health and Human Services

4/3/15  
Date

Diane Langley  
Director

Community Action Program Belknap and Merrimack  
Counties, Inc.

3/26/2015  
Date

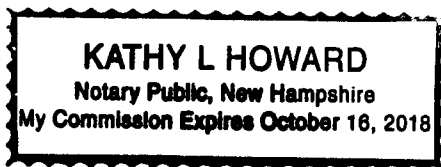
Ralph Littlefield  
NAME  
TITLE Executive Director

**Acknowledgement:**

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

Signature of Notary Public or Justice of the Peace

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



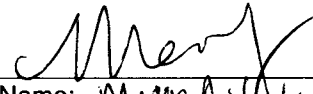


**New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program**

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

OFFICE OF THE ATTORNEY GENERAL

4/20/15  
Date

  
Name: Megan A. Apple  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #1

Scope of Services

1. Purpose

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

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

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

1.1. Definitions

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

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

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

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

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

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

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

**Quarter:** A quarter is defined as: July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

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

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



**Exhibit A Amendment #1**

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

**2. Covered Populations and Services**

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

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

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

**4. ServiceLink Services**

4.1. Information, Referral and Awareness

4.1.1. Outreach and Marketing

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

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

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

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





**Exhibit A Amendment #1**

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

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

**4.2. Options Counseling**

4.2.1. The Contractor shall help individuals understand and assess their situation, assist them in making informed decisions about LTSS choices in the context of their preferences, strengths, and values and use their own personal and financial resources more efficiently and more effectively.

4.2.2. The Contractor shall provide person-centered one-on-one assistance and decision support to individuals and others whom they may wish to include in the process, such as family members and/or caregivers/support persons.

4.2.3. The Contractor shall have standards and protocols, subject to DHHS review and approval, in place that defines what Options Counseling entails and who will be offered Options Counseling based on the Administration for Community Living's (ACL) national draft Options Counseling standards. At a minimum, this will include any individual who requests it and individuals who go through a comprehensive assessment. At present the federal government is working at finalizing the National Standards and the Contractor will be required to use those new standards, when they have been released.

4.2.4. The Contractor shall work with individuals to develop action plans and, if requested, arrange for the delivery of services and supports, including hiring and supervising their own direct service workers. At a minimum, the Contractor shall provide:

4.2.4.1. A personal interview to discover strengths, values, and preferences of the individual and the utilization of screenings for public programs;

4.2.4.2. Special attention to those clients most at risk of institutionalization;

4.2.4.3. A facilitated decision support process which explores resources and service options and supports the individual in assessing all the pros and cons;

4.2.4.4. Development of action steps toward a goal or a long-term support plan, with assistance in applying and accessing support options when requested;

4.2.4.5. Counseling in a location that fits the needs of the individual being served, such as a private home and office, and to be accessible to the client by phone, email, etc.;

4.2.4.6. Counseling that ensures that clients understand their options by using the Option Counseling Standards.

4.2.5. The Contractor shall provide confidential, objective, accurate and comprehensive Options Counseling to individuals of all income levels and with all types of disabilities.

4.2.6. The Contractor shall serve as full service access entry points for individuals and use standard intake and screening instruments defined by the Department.

4.2.7. The Contractor shall consistently conduct follow-up with individuals receiving Options Counseling to determine the outcome and whether more assistance is needed.

4.2.8. The Contractor shall develop a person-centered access plans for clients who will be receiving public supports and those not using public supports.

4.2.9. The Contractor shall be in regular communication with Adult Protection Service offices and will report abuse and neglect of clients immediately to the Adult Protection program.

4.2.10. The Contractor shall include a plan to schedule future contacts and follow-ups according to the needs of the client.

**4.3. Streamlined Eligibility Determination for Public Programs**

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

AR  
3/26/15



**Exhibit A Amendment #1**

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

**4.3.1. Intake and Screening**

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

**4.3.2. Financial and Functional Eligibility Processes**

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

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

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

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

**4.3.3. Tracking Eligibility Status**

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

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

**4.4. Person-Centered Transitions Support**

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

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

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

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

4.4.4. The Contract shall:

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

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



**Exhibit A Amendment #1**

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



**Exhibit A Amendment #1**

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



Exhibit A Amendment #1

4.8. Senior Medicare Patrol Program

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

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

4.9. Veterans Directed Home and Community Based Program

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

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

DR  
3/24/15



**Exhibit A Amendment #1**

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



**Exhibit A Amendment #1**

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



Exhibit A Amendment #1

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

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





Exhibit A Amendment #1

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

4.11. State Health Insurance Program Trainer

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

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

4.11.2. The Contractor will:

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



**Exhibit A Amendment #1**

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

**5. Operational Functions**

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

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



**Exhibit A Amendment #1**

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

**6. Quality Assurance and Continuous Quality Improvement**

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



**Exhibit A Amendment #1**

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



Exhibit A Amendment #1

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



**Exhibit A Amendment #1**

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



Exhibit A Amendment #1

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

**8. Staffing**

**8.1. Standards**

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

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



**Exhibit A Amendment #1**

- 8.1.12. Contractor shall maintain written job/service descriptions for paid and volunteer staffs for the aforementioned staffing model that reflect the scope and duties of their respective roles.
- 8.1.13. Contractor shall conduct a written job competency/service performance review for all paid and volunteer staff annually. Performance reviews must include all competencies and requirements. If agencies use standardized performance review forms an addendum to this process must be established in order to be in compliance with program requirements.

8.2. The Contractor shall commit staff for the following positions:

8.2.1. Program Management

Contractor shall be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight. The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the DHHS ServiceLink Resource Center Program Manager.

8.2.1.1. Required Certification:

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
- Obtain training and certification in Options Counseling within 6 months of hire
- SHIP/SMP certification

8.2.2. Information, Referral, & Assistance and Awareness

The position links individuals who need assistance with appropriate service providers and/or supplies descriptive information about the agencies or organizations, which offer services.

8.2.2.1. Required Certification;

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
- Obtain certification as a State Health Insurance Assistance Program (SHIP)
- Senior Medicare Patrol (SMP) Counselor within year of hire. Training for this Certification must begin within 6 months of hire.

8.2.3. Options Counseling and Person Centered Transition Support

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

8.2.3.1. Required Certification:

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

8.2.4. Options Counseling: Caregiver Specialist

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

- Provide one on one counseling with caregivers to help them problem-solve their unique situation.
- Offer education, support, advocacy and follow-up.

*RR*  
*3/26/15*





**Exhibit A Amendment #1**

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

**8.2.4.1. Required Certification:**

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

**8.2.5. State Health Insurance Assistance Program (SHIP)**

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

**8.2.5.1. Required Certification:**

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

**8.2.6. Senior Medicare Patrol Program (SMP)**

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

**8.2.6.1. Required Certification**

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

**9. Work Plan**

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

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

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



**Exhibit A Amendment #1**

**10. Cultural Considerations:**

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

**11. Privacy and Security of Client Information**

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

**12. E-Studio**

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

**13. Contract Monitoring**

13.1. The Contractor shall:

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

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

13.3.1. Data

13.3.2. Financial records

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

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

13.3.5. Scheduled phone access to Contractor principals and staff



**Exhibit B - Amendment #3**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, in accordance with the budgets defined in Section 5 below, for the services provided by the Contractor pursuant to Exhibit A, Amendment #1 Scope of Services.
2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

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

- 2.1. The Contractor agrees to provide the services in Exhibit A, Amendment #1, Scope of Services in compliance with funding requirements.

3. Account Numbers in Block 1.6 of the General Provisions of this Agreement, Form P-37 as follows:

| Grant                                                                          | State Account Number                |
|--------------------------------------------------------------------------------|-------------------------------------|
| NH State General Funds                                                         | 05-95-48-481010-95650000-102-500731 |
| Social Services Block Grant                                                    | 05-95-48-481010-92550000-545-500387 |
| Medicaid                                                                       | 05-95-48-481510-61800000-550-500398 |
| Aging and Disability Resource Center Options<br>Counseling Enhancement Program | 05-95-48-481010-78720000-072-500575 |
| Family Caregiver Support<br>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<br>Medicare Beneficiaries (MIPPA)           | 05-95-48-481010-88880000-102-500731 |



### Exhibit B - Amendment #3

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

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

The invoice must be submitted to:

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

5. Payment for contracted services will be made cost reimbursement basis only, for allowable expenses based on budgets identified as Exhibits B-1 through Exhibits B-12, Exhibit B-13 Amendment #2, Exhibit B-14 Amendment #2, Exhibit B-15 Amendment #2, Exhibit B-16 Amendment #2, and Exhibit B-17. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form.

5.1. Payment for contracted services shall be made on cost reimbursement basis only, for allowable expenses based on the budgets identified as Exhibit B-18 and Exhibit B-19 and in accordance with the Department approved individual program budgets.

5.2. The Contractor will provide invoices on Department supplied forms.

5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

6. The Contractor shall submit to the Department the subcontractor's budget for review and approval. The Contractor shall submit to the Department copies of their invoices and the subcontractor's invoices for actual expenses that support the requests for reimbursement.

7. The Information, Referral, and Awareness Program Budgets Exhibit B-1 and B-6 Contract Share is funded by various sources as a percentage of the total as follows:

7.1. NH State General Funds SFY14: 47% SFY15: 49%

7.2. Social Services Block Grant SFY14: 15% SFY15: 14%

7.3. Medicaid SFY14: 38% SFY15: 37%

8. The Options Counseling and Person Centered Transition Support Programs Budgets Exhibit B-2 and B-7 Contract Share is funded by various sources as a percentage of the total as follows:

8.1. Medicaid SFY14: 64% SFY15: 88%

8.2. ADRC Grant SFY14: 36% SFY15: 12%

9. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-12, Exhibit B-13 Amendment #2, Exhibit B-14 Amendment #2, Exhibit B-15 Amendment #2, Exhibit B-16 Amendment #2, Exhibit B-17, Exhibit B-18, and Exhibit B-19, Budgets, to adjust amounts within the budgets and between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

11. Community Support Requirement: When the Contractor elects to provide additional funding toward the cost of the programs, then the Contractor is obligated to fund the difference between the total



### Exhibit B - Amendment #3

---

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

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

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

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

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

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

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

0.0%

#DIV/0!

0.0%

Indirect As A Percent of Direct

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

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

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

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

(Name of Program)

Budget Period: 10/1/14-6/30/15

| 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                   | \$ 4,297.00         | \$ -           | \$ 4,297.00         | \$ -                     | \$ -           | \$ -        | \$ 4,297.00                                          | \$ -           | \$ 4,297.00         |
| 2. Employee Benefits                    | \$ 703.00           | \$ -           | \$ 703.00           | \$ -                     | \$ -           | \$ -        | \$ 703.00                                            | \$ -           | \$ 703.00           |
| 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                             | \$ 13,042.00        | \$ -           | \$ 13,042.00        | \$ -                     | \$ -           | \$ -        | \$ 13,042.00                                         | \$ -           | \$ 13,042.00        |
| 10. Marketing/Communications            | \$ -                | \$ -           | \$ -                | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -                |
| 11. Staff Education and Training        | \$ -                | \$ -           | \$ -                | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -                |
| 12. Subcontracts/Agreements             | \$ -                | \$ -           | \$ -                | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -                |
| 13. Other (specific details mandatory): | \$ 1,000.00         | \$ -           | \$ 1,000.00         | \$ -                     | \$ -           | \$ -        | \$ 1,000.00                                          | \$ -           | \$ 1,000.00         |
| Printing                                | \$ -                | \$ -           | \$ -                | \$ -                     | \$ -           | \$ -        | \$ -                                                 | \$ -           | \$ -                |
| <b>TOTAL</b>                            | <b>\$ 19,042.00</b> | <b>\$ -</b>    | <b>\$ 19,042.00</b> | <b>\$ -</b>              | <b>\$ -</b>    | <b>\$ -</b> | <b>\$ 19,042.00</b>                                  | <b>\$ -</b>    | <b>\$ 19,042.00</b> |
| Indirect As A Percent of Direct         | 0.0%                |                |                     | #DIV/0!                  |                |             | 0                                                    |                |                     |

Contractor Initials: RR  
Date: 3/24/15

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

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

Program Name ServiceLink Resource Center

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

| Line Item                               | Total Program Cost |                  |                   | Contractor Share / Match |             |                 | Requested Budget to be Funded by DHHS Contract Share |                  |                   |
|-----------------------------------------|--------------------|------------------|-------------------|--------------------------|-------------|-----------------|------------------------------------------------------|------------------|-------------------|
|                                         | Direct             | Indirect         | Total             | Direct                   | Indirect    | Total           | Direct                                               | Indirect         | Total             |
| 1. Total Salary/Wages                   | \$ 219,214         | \$ 1,500         | \$ 220,714        | \$ 3,851                 | \$ 1,149    | \$ 5,000        | \$ 215,363                                           | \$ 1,500         | \$ 216,863        |
| 2. Employee Benefits                    | \$ 59,163          | \$ 360           | \$ 59,523         | \$ 1,149                 | \$ -        | \$ 1,149        | \$ 58,019                                            | \$ 360           | \$ 58,379         |
| 3. Consultants                          | \$ 500             | \$ -             | \$ 500            | \$ -                     | \$ -        | \$ -            | \$ 500                                               | \$ -             | \$ 500            |
| 4. Equipment:                           | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -            | \$ -                                                 | \$ -             | \$ -              |
| Rental                                  | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -            | \$ -                                                 | \$ -             | \$ -              |
| Repair and Maintenance                  | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -            | \$ -                                                 | \$ -             | \$ -              |
| Purchase/Depreciation                   | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -            | \$ -                                                 | \$ -             | \$ -              |
| 5. Supplies:                            | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -            | \$ -                                                 | \$ -             | \$ -              |
| Educational                             | \$ 1,000           | \$ -             | \$ 1,000          | \$ -                     | \$ -        | \$ -            | \$ 1,000                                             | \$ -             | \$ 1,000          |
| Lab                                     | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -            | \$ -                                                 | \$ -             | \$ -              |
| Pharmacy                                | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -            | \$ -                                                 | \$ -             | \$ -              |
| Medical                                 | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -            | \$ -                                                 | \$ -             | \$ -              |
| Office                                  | \$ 2,328           | \$ 80            | \$ 2,408          | \$ -                     | \$ -        | \$ -            | \$ 2,328                                             | \$ 80            | \$ 2,408          |
| 6. Travel                               | \$ 3,950           | \$ -             | \$ 3,950          | \$ -                     | \$ -        | \$ -            | \$ 3,950                                             | \$ -             | \$ 3,950          |
| 7. Occupancy                            | \$ 15,340          | \$ 9,660         | \$ 25,000         | \$ -                     | \$ -        | \$ -            | \$ 15,340                                            | \$ 9,660         | \$ 25,000         |
| 8. Current Expenses                     | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -            | \$ -                                                 | \$ -             | \$ -              |
| Telephone                               | \$ 3,500           | \$ -             | \$ 3,500          | \$ -                     | \$ -        | \$ -            | \$ 3,500                                             | \$ -             | \$ 3,500          |
| Postage                                 | \$ 2,070           | \$ 30            | \$ 2,100          | \$ -                     | \$ -        | \$ -            | \$ 2,070                                             | \$ 30            | \$ 2,100          |
| Subscriptions                           | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -            | \$ -                                                 | \$ -             | \$ -              |
| Audit and Legal                         | \$ 300             | \$ 300           | \$ 600            | \$ -                     | \$ -        | \$ -            | \$ 300                                               | \$ 300           | \$ 600            |
| Insurance                               | \$ 550             | \$ 550           | \$ 1,100          | \$ -                     | \$ -        | \$ -            | \$ 550                                               | \$ 550           | \$ 1,100          |
| Board Expenses                          | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -            | \$ -                                                 | \$ -             | \$ -              |
| 9. Software                             | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -            | \$ -                                                 | \$ -             | \$ -              |
| 10. Marketing/Communications            | \$ 2,000           | \$ -             | \$ 2,000          | \$ -                     | \$ -        | \$ -            | \$ 2,000                                             | \$ -             | \$ 2,000          |
| 11. Staff Education and Training        | \$ 2,900           | \$ -             | \$ 2,900          | \$ -                     | \$ -        | \$ -            | \$ 2,900                                             | \$ -             | \$ 2,900          |
| 12. Subcontracts/Agreements             | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -            | \$ -                                                 | \$ -             | \$ -              |
| 13. Other (specific details mandatory): | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -            | \$ -                                                 | \$ -             | \$ -              |
| Printing                                | \$ 2,065           | \$ 35            | \$ 2,100          | \$ -                     | \$ -        | \$ -            | \$ 2,065                                             | \$ 35            | \$ 2,100          |
| 0                                       | \$ 1,000           | \$ -             | \$ 1,000          | \$ -                     | \$ -        | \$ -            | \$ 1,000                                             | \$ -             | \$ 1,000          |
| 0                                       | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -            | \$ -                                                 | \$ -             | \$ -              |
| <b>TOTAL</b>                            | <b>\$ 315,035</b>  | <b>\$ 12,515</b> | <b>\$ 327,550</b> | <b>\$ 5,000</b>          | <b>\$ -</b> | <b>\$ 5,000</b> | <b>\$ 310,035</b>                                    | <b>\$ 12,515</b> | <b>\$ 322,550</b> |

Indirect As A Percent of Direct 4.0% 0.0%

Contractor Initials: *A.P.*  
Date: *3/20/15*



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

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

Program Name ServiceLink Resource Center

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

| Line Item                               | Total Program Cost |                 |                  | Contractor Share / Match |             |                 | Requested Budget to be Funded by DHHS |                 |                  | Contract Share Total |
|-----------------------------------------|--------------------|-----------------|------------------|--------------------------|-------------|-----------------|---------------------------------------|-----------------|------------------|----------------------|
|                                         | Direct             | Indirect        | Total            | Direct                   | Indirect    | Total           | Direct                                | Indirect        | Total            |                      |
| 1. Total Salary/Wages                   | \$ 54,974          | \$ 375          | \$ 55,349        | \$ 962                   | \$ -        | \$ 962          | \$ 54,012                             | \$ 375          | \$ 54,387        |                      |
| 2. Employee Benefits                    | \$ 14,919          | \$ 90           | \$ 15,009        | \$ 288                   | \$ -        | \$ 288          | \$ 14,631                             | \$ 90           | \$ 14,721        |                      |
| 3. Consultants                          | \$ 125             | \$ -            | \$ 125           | \$ -                     | \$ -        | \$ -            | \$ 125                                | \$ -            | \$ 125           |                      |
| 4. Equipment:                           | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -        | \$ -            | \$ -                                  | \$ -            | \$ -             |                      |
| Rental                                  | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -        | \$ -            | \$ -                                  | \$ -            | \$ -             |                      |
| Repair and Maintenance                  | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -        | \$ -            | \$ -                                  | \$ -            | \$ -             |                      |
| Purchase/Depreciation                   | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -        | \$ -            | \$ -                                  | \$ -            | \$ -             |                      |
| 5. Supplies:                            | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -        | \$ -            | \$ -                                  | \$ -            | \$ -             |                      |
| Educational                             | \$ 250             | \$ -            | \$ 250           | \$ -                     | \$ -        | \$ -            | \$ 250                                | \$ -            | \$ 250           |                      |
| Lab                                     | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -        | \$ -            | \$ -                                  | \$ -            | \$ -             |                      |
| Pharmacy                                | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -        | \$ -            | \$ -                                  | \$ -            | \$ -             |                      |
| Medical                                 | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -        | \$ -            | \$ -                                  | \$ -            | \$ -             |                      |
| Office                                  | \$ 510             | \$ 80           | \$ 590           | \$ -                     | \$ -        | \$ -            | \$ 510                                | \$ 80           | \$ 590           |                      |
| 6. Travel                               | \$ 1,000           | \$ -            | \$ 1,000         | \$ -                     | \$ -        | \$ -            | \$ 1,000                              | \$ -            | \$ 1,000         |                      |
| 7. Occupancy                            | \$ 3,875           | \$ 2,375        | \$ 6,250         | \$ -                     | \$ -        | \$ -            | \$ 3,875                              | \$ 2,375        | \$ 6,250         |                      |
| 8. Current Expenses                     | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -        | \$ -            | \$ -                                  | \$ -            | \$ -             |                      |
| Telephone                               | \$ 875             | \$ 19           | \$ 894           | \$ -                     | \$ -        | \$ -            | \$ 875                                | \$ 19           | \$ 894           |                      |
| Postage                                 | \$ 506             | \$ -            | \$ 506           | \$ -                     | \$ -        | \$ -            | \$ 506                                | \$ -            | \$ 506           |                      |
| Subscriptions                           | \$ 75              | \$ -            | \$ 75            | \$ -                     | \$ -        | \$ -            | \$ 75                                 | \$ -            | \$ 75            |                      |
| Audit and Legal                         | \$ -               | \$ 140          | \$ 140           | \$ -                     | \$ -        | \$ -            | \$ -                                  | \$ 140          | \$ 140           |                      |
| Board Expenses                          | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -        | \$ -            | \$ -                                  | \$ -            | \$ -             |                      |
| 9. Software                             | \$ 525             | \$ -            | \$ 525           | \$ -                     | \$ -        | \$ -            | \$ 525                                | \$ -            | \$ 525           |                      |
| 10. Marketing/Communications            | \$ 525             | \$ -            | \$ 525           | \$ -                     | \$ -        | \$ -            | \$ 525                                | \$ -            | \$ 525           |                      |
| 11. Staff Education and Training        | \$ 525             | \$ -            | \$ 525           | \$ -                     | \$ -        | \$ -            | \$ 525                                | \$ -            | \$ 525           |                      |
| 12. Subcontracts/Agreements             | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -        | \$ -            | \$ -                                  | \$ -            | \$ -             |                      |
| 13. Other (specific details mandatory): | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -        | \$ -            | \$ -                                  | \$ -            | \$ -             |                      |
| Printing                                | \$ 465             | \$ 35           | \$ 500           | \$ -                     | \$ -        | \$ -            | \$ 465                                | \$ 35           | \$ 500           |                      |
|                                         | \$ 0               | \$ 250          | \$ 250           | \$ -                     | \$ -        | \$ -            | \$ 250                                | \$ -            | \$ 250           |                      |
|                                         | \$ 0               | \$ -            | \$ -             | \$ -                     | \$ -        | \$ -            | \$ -                                  | \$ -            | \$ -             |                      |
| <b>TOTAL</b>                            | <b>\$ 78,774</b>   | <b>\$ 3,114</b> | <b>\$ 81,888</b> | <b>\$ 1,250</b>          | <b>\$ -</b> | <b>\$ 1,250</b> | <b>\$ 77,524</b>                      | <b>\$ 3,114</b> | <b>\$ 80,638</b> |                      |
| Indirect As A Percent of Direct         |                    |                 |                  |                          |             |                 |                                       |                 |                  | 4.0%                 |
|                                         |                    |                 |                  |                          |             |                 |                                       |                 |                  | 0.0%                 |

Contractor Initials: AS  
Date: 3/26/15



### **SPECIAL PROVISIONS**

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

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

*[Signature]*

*3/26/15*



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

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

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

*[Handwritten Signature]*  
3/26/15

New Hampshire Department of Health and Human Services  
Exhibit C



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

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



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

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

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

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

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

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

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

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

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

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

AS  
3/26/15



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

DS  
3/26/15



**REVISIONS TO GENERAL PROVISIONS**

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

RG  
4/9/15



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

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

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

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

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

Exhibit G

Contractor Initials

*[Handwritten initials]*

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

Date

*3/26/15*



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

3/26/2015  
Date

  
Name: Ralph Littlefield  
Title: Executive Director

Exhibit G

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

Contractor Initials A-Q

Date 3/26/15



Exhibit I

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

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

**(1) Definitions.**

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

*[Handwritten Signature]*

*3/26/15*



Exhibit I

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

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

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

R-S  
3/26/15



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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

*[Signature]*  
3/20/15



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

*P-A*  
*3/26/15*



Exhibit I

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

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

|                                        |                                                              |
|----------------------------------------|--------------------------------------------------------------|
| The State                              | Community Action Program<br>Belknap-Merrimack Counties, Inc. |
| <u>[Signature]</u>                     | <u>[Signature]</u>                                           |
| Signature of Authorized Representative | Signature of Authorized Representative                       |
| <u>D Langley</u>                       | <u>Ralph Littlefield</u>                                     |
| Name of Authorized Representative      | Name of Authorized Representative                            |
| <u>Director</u>                        | <u>Executive Director</u>                                    |
| Title of Authorized Representative     | Title of Authorized Representative                           |
| <u>4/3/15</u>                          | <u>3/26/2015</u>                                             |
| Date                                   | Date                                                         |

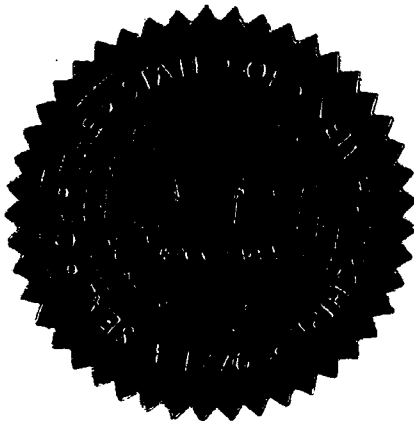
3.2.5.

# State of New Hampshire

## Department of State

### CERTIFICATE

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



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

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

William M. Gardner  
Secretary of State



**Community Action Program Belknap-Merrimack Counties, Inc.**

**CERTIFICATE OF VOTE**

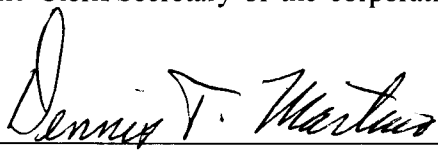
I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar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

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

Ralph Littlefield, Executive Director

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

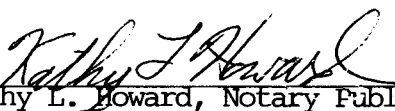
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 26th day of March, 2015.

  
Secretary-Clerk

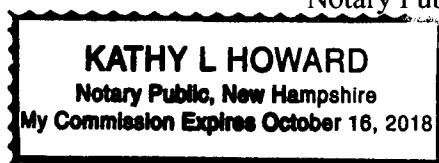
STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

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

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

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

Commission Expiration Date:



COMMUNITY ACTION PROGRAM  
BELKNAP-MERRIMACK COUNTIES, INC.

**CORPORATE RESOLUTION**

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

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

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

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

3/26/2015

Date



Dennis T. Martino  
Secretary/Clerk

SEAL



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/10/2015

PRODUCER (603) 669-3218 FAX: (603) 645-4331

Cross Insurance

Laura Perrin

1100 Elm Street

Manchester NH 03101

INSURED

Community Action Program

Belknap-Merrimack Counties Inc.

P.O. Box 1016

Concord NH 03302

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Arch Insurance Company

INSURER B: QBE

INSURER C: Hanover Insurance Co

18058

INSURER D: N.H.M.M. JUA

INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L<br>LTR INSRD | TYPE OF INSURANCE                                                                                                                               | POLICY NUMBER         | POLICY EFFECTIVE<br>DATE (MM/DD/YYYY) | POLICY EXPIRATION<br>DATE (MM/DD/YYYY) | LIMITS                                                                                   |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------------------------|----------------------------------------|------------------------------------------------------------------------------------------|
| A                       | <b>GENERAL LIABILITY</b>                                                                                                                        | NCPKG02266000         | 6/17/2014                             | 6/17/2015                              | EACH OCCURRENCE \$ 1,000,000                                                             |
|                         | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                                                                |                       |                                       |                                        | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                                     |
|                         | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                                                                  |                       |                                       |                                        | 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                                                      |
|                         | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC |                       |                                       |                                        |                                                                                          |
| A                       | <b>AUTOMOBILE LIABILITY</b>                                                                                                                     | NCAUT0226600          | 6/17/2014                             | 6/17/2015                              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                         |
|                         | <input checked="" type="checkbox"/> ANY AUTO                                                                                                    |                       |                                       |                                        |                                                                                          |
|                         | <input type="checkbox"/> ALL OWNED AUTOS                                                                                                        |                       |                                       |                                        | BODILY INJURY (Per person) \$                                                            |
|                         | <input type="checkbox"/> SCHEDULED AUTOS                                                                                                        |                       |                                       |                                        | BODILY INJURY (Per accident) \$                                                          |
|                         | <input type="checkbox"/> HIRED AUTOS                                                                                                            |                       |                                       |                                        | PROPERTY DAMAGE (Per accident) \$                                                        |
|                         | <input type="checkbox"/> NON-OWNED AUTOS                                                                                                        |                       |                                       |                                        |                                                                                          |
|                         | <b>GARAGE LIABILITY</b>                                                                                                                         |                       |                                       |                                        | AUTO ONLY - EA ACCIDENT \$                                                               |
|                         | <input type="checkbox"/> ANY AUTO                                                                                                               |                       |                                       |                                        | OTHER THAN EA ACC AGG \$                                                                 |
| A                       | <b>EXCESS / UMBRELLA LIABILITY</b>                                                                                                              | NCUMB02266000         | 6/17/2014                             | 6/17/2015                              | EACH OCCURRENCE \$ 5,000,000                                                             |
|                         | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                                                                  |                       |                                       |                                        | AGGREGATE \$ 5,000,000                                                                   |
|                         | <input type="checkbox"/> DEDUCTIBLE                                                                                                             |                       |                                       |                                        | \$                                                                                       |
|                         | <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                         |                       |                                       |                                        | \$                                                                                       |
|                         |                                                                                                                                                 |                       |                                       |                                        | \$                                                                                       |
| B                       | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                            | QWC3000372            | 6/17/2014                             | 6/17/2015                              | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
|                         | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                                                     | (3a.) NH              |                                       |                                        | E.L. EACH ACCIDENT \$ 500,000                                                            |
|                         | If yes, describe under SPECIAL PROVISIONS below                                                                                                 | All officers included |                                       |                                        | E.L. DISEASE - EA EMPLOYEE \$ 500,000                                                    |
|                         |                                                                                                                                                 |                       |                                       |                                        | E.L. DISEASE - POLICY LIMIT \$ 500,000                                                   |
| A                       | <b>OTHER</b> Directors & Officers                                                                                                               | PHSD727025            | 4/1/2014                              | 4/1/2015                               | \$1,000,000                                                                              |
| C                       | Blanket Crime                                                                                                                                   | BDV1649128            | 3/27/2014                             | 3/27/2015                              | 500,000                                                                                  |
| D                       | Professional                                                                                                                                    | NHJUA11882            | 12/30/2014                            | 12/30/2015                             | 1,000,000                                                                                |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Refer to policy for exclusionary endorsements and special provisions.

## CERTIFICATE HOLDER

NH DHHS  
129 Pleasant Street  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Laura Perrin/KS5

ACORD 25 (2009/01)

INS025 (200901)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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

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

**STATEMENT OF PURPOSE**

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

RECEIVED

NOV 30 2014

*Financial Statements*

---

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

**FOR THE YEARS ENDED FEBRUARY 28, 2014 AND 2013  
AND  
INDEPENDENT AUDITORS' REPORT**

CAP - Belknap - Merrimack

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

**TABLE OF CONTENTS**

**FINANCIAL STATEMENTS**

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

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, 2014 and 2013, and the related statements of cash flows for the years then ended and the statement of activities and the related notes to the financial statements for the year ended February 28, 2014.

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

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

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

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

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

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program of Belknap-Merrimack Counties, Inc. as of February 28, 2014 and 2013, and its cash flows for the years then ended, and the changes in its net assets for the year ended February 28, 2014 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 expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the schedules of revenues and expenditures, and refundable advances are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

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

In accordance with *Government Auditing Standards*, we have also issued our report dated October 2, 2014, 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 2, 2014  
Concord, New Hampshire



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

**STATEMENTS OF FINANCIAL POSITION  
FEBRUARY 28, 2014 AND 2013**

|                                                 | <b><u>ASSETS</u></b>                     | <b><u>2014</u></b>         | <b><u>2013</u></b>         |
|-------------------------------------------------|------------------------------------------|----------------------------|----------------------------|
| <b>CURRENT ASSETS</b>                           |                                          |                            |                            |
| Cash                                            |                                          | \$ 1,048,391               | \$ 1,205,452               |
| Accounts receivable                             |                                          | 2,635,718                  | 3,484,861                  |
| Prepaid expenses                                |                                          | <u>233,047</u>             | <u>424,367</u>             |
| Total current assets                            |                                          | <u>3,917,156</u>           | <u>5,114,680</u>           |
| <b>PROPERTY</b>                                 |                                          |                            |                            |
| Land, buildings and improvements                |                                          | 4,618,289                  | 4,618,289                  |
| Equipment, furniture and vehicles               |                                          | <u>6,153,197</u>           | <u>5,935,585</u>           |
| Total property                                  |                                          | 10,771,486                 | 10,553,874                 |
| Less accumulated depreciation                   |                                          | <u>(6,393,172)</u>         | <u>(5,928,189)</u>         |
| Property, net                                   |                                          | <u>4,378,314</u>           | <u>4,625,685</u>           |
| <b>OTHER ASSETS</b>                             |                                          |                            |                            |
| Investments                                     |                                          | 94,439                     | 82,419                     |
| Due from related party                          |                                          | <u>139,441</u>             | <u>139,441</u>             |
| Total other assets                              |                                          | <u>233,880</u>             | <u>221,860</u>             |
| <b>TOTAL ASSETS</b>                             |                                          | <b><u>\$ 8,529,350</u></b> | <b><u>\$ 9,962,225</u></b> |
|                                                 | <b><u>LIABILITIES AND NET ASSETS</u></b> |                            |                            |
| <b>CURRENT LIABILITIES</b>                      |                                          |                            |                            |
| Current portion of notes payable                |                                          | \$ 137,236                 | \$ 129,407                 |
| Accounts payable                                |                                          | 1,578,759                  | 2,022,052                  |
| Accrued expenses                                |                                          | 1,120,302                  | 1,179,626                  |
| Refundable advances                             |                                          | <u>912,848</u>             | <u>1,070,024</u>           |
| Total current liabilities                       |                                          | 3,749,145                  | 4,401,109                  |
| <b>LONG TERM LIABILITIES</b>                    |                                          |                            |                            |
| Notes payable, less current portion shown above |                                          | <u>1,608,954</u>           | <u>1,744,319</u>           |
| Total liabilities                               |                                          | <u>5,358,099</u>           | <u>6,145,428</u>           |
| <b>NET ASSETS</b>                               |                                          |                            |                            |
| Unrestricted                                    |                                          | 2,629,700                  | 2,909,675                  |
| Temporarily restricted                          |                                          | <u>541,551</u>             | <u>907,122</u>             |
| Total net assets                                |                                          | <u>3,171,251</u>           | <u>3,816,797</u>           |
| <b>TOTAL LIABILITIES AND NET ASSETS</b>         |                                          | <b><u>\$ 8,529,350</u></b> | <b><u>\$ 9,962,225</u></b> |

See Notes to Financial Statements

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

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED FEBRUARY 28, 2014  
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2013**

|                                                  | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>2014<br/>Total</u> | <u>2013<br/>Total</u> |
|--------------------------------------------------|---------------------|-----------------------------------|-----------------------|-----------------------|
| <b>REVENUES AND OTHER SUPPORT</b>                |                     |                                   |                       |                       |
| Grant awards                                     | \$ 16,799,982       |                                   | \$ 16,799,982         | \$ 19,545,688         |
| Other funds                                      | 5,350,061           | \$ 2,137,274                      | 7,487,335             | 6,042,343             |
| In-kind                                          | 793,868             |                                   | 793,868               | 1,066,723             |
| United Way                                       | 86,102              |                                   | 86,102                | 150,918               |
| Total revenues and other support                 | 23,030,013          | 2,137,274                         | 25,167,287            | 26,805,672            |
| <b>NET ASSETS RELEASED FROM<br/>RESTRICTIONS</b> | <u>2,502,845</u>    | <u>(2,502,845)</u>                |                       |                       |
| Total                                            | <u>25,532,858</u>   | <u>(365,571)</u>                  | <u>25,167,287</u>     | <u>26,805,672</u>     |
| <b>EXPENSES</b>                                  |                     |                                   |                       |                       |
| Compensation                                     | 8,042,123           |                                   | 8,042,123             | 8,633,277             |
| Payroll taxes and benefits                       | 2,398,215           |                                   | 2,398,215             | 2,245,454             |
| Travel                                           | 289,138             |                                   | 289,138               | 318,080               |
| Occupancy                                        | 1,195,834           |                                   | 1,195,834             | 1,244,115             |
| Program services                                 | 10,867,215          |                                   | 10,867,215            | 11,402,347            |
| Other costs                                      | 1,771,081           |                                   | 1,771,081             | 1,705,075             |
| Depreciation                                     | 455,359             |                                   | 455,359               | 518,831               |
| In-kind                                          | 793,868             |                                   | 793,868               | 1,066,723             |
| Total expenses                                   | <u>25,812,833</u>   |                                   | <u>25,812,833</u>     | <u>27,133,902</u>     |
| <b>CHANGE IN NET ASSETS</b>                      | (279,975)           | (365,571)                         | (645,546)             | (328,230)             |
| <b>NET ASSETS, BEGINNING OF YEAR</b>             | <u>2,909,675</u>    | <u>907,122</u>                    | <u>3,816,797</u>      | <u>4,145,027</u>      |
| <b>NET ASSETS, END OF YEAR</b>                   | <u>\$ 2,629,700</u> | <u>\$ 541,551</u>                 | <u>\$ 3,171,251</u>   | <u>\$ 3,816,797</u>   |

See Notes to Financial Statements

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

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED FEBRUARY 28, 2014 AND 2013**

|                                                                                                | <b><u>2014</u></b>         | <b><u>2013</u></b>         |
|------------------------------------------------------------------------------------------------|----------------------------|----------------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>                                                    |                            |                            |
| Change in net assets                                                                           | \$ (645,546)               | \$ (328,230)               |
| Adjustments to reconcile change in net assets to<br>net cash provided by operating activities: |                            |                            |
| Depreciation                                                                                   | 455,359                    | 518,831                    |
| Donated equipment                                                                              |                            | 26,080                     |
| Loss (gain) on sale of property                                                                | 4,514                      | (3,242)                    |
| (Increase) decrease in current assets:                                                         |                            |                            |
| Accounts receivable                                                                            | 849,143                    | (53,687)                   |
| Prepaid expenses                                                                               | 191,320                    | 102,653                    |
| Increase (decrease) in current liabilities:                                                    |                            |                            |
| Accounts payable                                                                               | (443,293)                  | (420,496)                  |
| Accrued expenses                                                                               | (59,324)                   | 30,313                     |
| Refundable advances                                                                            | <u>(157,176)</u>           | <u>(434,518)</u>           |
| <b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>                                     | <b><u>194,997</u></b>      | <b><u>(562,296)</u></b>    |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>                                                    |                            |                            |
| Additions to property                                                                          | (214,202)                  | (139,369)                  |
| Investment in partnership                                                                      | (12,020)                   | (8,128)                    |
| Proceeds from sale of property                                                                 | <u>1,700</u>               | <u>7,250</u>               |
| <b>NET CASH USED IN INVESTING ACTIVITIES</b>                                                   | <b><u>(224,522)</u></b>    | <b><u>(140,247)</u></b>    |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>                                                    |                            |                            |
| Repayment of long term debt                                                                    | <u>(127,536)</u>           | <u>(119,869)</u>           |
| <b>NET CASH USED IN FINANCING ACTIVITIES</b>                                                   | <b><u>(127,536)</u></b>    | <b><u>(119,869)</u></b>    |
| <b>NET DECREASE IN CASH</b>                                                                    | <b>(157,061)</b>           | <b>(822,412)</b>           |
| <b>CASH BALANCE, BEGINNING OF YEAR</b>                                                         | <b><u>1,205,452</u></b>    | <b><u>2,027,864</u></b>    |
| <b>CASH BALANCE, END OF YEAR</b>                                                               | <b><u>\$ 1,048,391</u></b> | <b><u>\$ 1,205,452</u></b> |
| <b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>                                       |                            |                            |
| Cash paid during the year for interest                                                         | <u>\$ 118,011</u>          | <u>\$ 116,248</u>          |

See Notes to Financial Statements

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

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED FEBRUARY 28, 2014**

**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, 2014 the Organization had no permanently restricted net assets and had temporarily restricted net assets of \$541,551.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 28, 2013, 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 2010.

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 (2010 through 2013), 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, furniture and vehicles | 3-7 years |

#### **Use of Estimates**

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

#### **Cash and Cash Equivalents**

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

#### **Contributions**

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

#### **Contributed Services**

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

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

#### **In-Kind Donations / Noncash Transactions**

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$793,868 in donated facilities, services and supplies for the year ended February 28, 2014.

**Advertising**

The Organization expenses advertising costs as incurred.

**2. ACCOUNTS RECEIVABLE**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2014. The Organization has no policy for charging interest on overdue accounts.

**3. REFUNDABLE ADVANCES**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$912,848 as of February 28, 2014.

**4. RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2014 was \$344,450.

**5. LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to every two years. For the year ended February 28, 2014, the annual lease expense for the leased facilities was \$499,120.

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

| <b><u>Year Ended</u></b><br><b><u>February 28</u></b> | <b><u>Amount</u></b> |
|-------------------------------------------------------|----------------------|
| 2015                                                  | \$ <u>170,719</u>    |

**6. 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 \$409,763 at February 28, 2014.

**7. BANK LINE OF CREDIT**

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (3.25% for the year ended February 28,

2014) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets.

**8. LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2014:

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. \$ 1,207,288

Note payable to a bank in monthly installments for principal and interest of \$4,842 through May, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% at February 28, 2014. 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. 420,075

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. 97,874

4.75% note payable to Rural Development in monthly installments for principal and interest of \$148 per month through June, 2031. The note is secured by property of the Organization for Franklin Community Services building. 20,953

|                                  |                |
|----------------------------------|----------------|
| Total                            | 1,746,190      |
| Less amounts due within one year | <u>137,236</u> |

|                   |                            |
|-------------------|----------------------------|
| Long term portion | <u><u>\$ 1,608,954</u></u> |
|-------------------|----------------------------|

The scheduled maturities of long term debt as of February 28, 2014 were as follows:

| <u>Year Ending<br/>February 28</u> | <u>Amount</u>              |
|------------------------------------|----------------------------|
| 2015                               | \$ 137,236                 |
| 2016                               | 145,551                    |
| 2017                               | 154,380                    |
| 2018                               | 163,753                    |
| 2019                               | 173,709                    |
| Thereafter                         | <u>971,561</u>             |
|                                    | <u><u>\$ 1,746,190</u></u> |

9. **PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 28, 2014:

|                               |                     |
|-------------------------------|---------------------|
| Land                          | \$ 168,676          |
| Building and improvements     | 4,449,613           |
| Equipment and vehicles        | <u>6,153,197</u>    |
|                               | 10,771,486          |
| Less accumulated depreciation | <u>(6,393,172)</u>  |
| Property and equipment, net   | <u>\$ 4,378,314</u> |

Depreciation expense for the year ended February 28, 2014 was \$455,359.

10. **CONTINGENCIES**

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2014. Monitoring has not indicated any discrepancies.

11. **CONCENTRATION OF RISK**

For the year ended February 28, 2014, approximately \$10,500,000 (41%) 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, 2014, 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, 2014, there were no deposits in excess of the uninsured limits.

12. **TEMPORARILY RESTRICTED NET ASSETS**

At February 28, 2014, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

**Restricted Purpose**

|                                |           |
|--------------------------------|-----------|
| Agency Fuel Assistance Program | \$ 16,549 |
| Nutrition and Elder Services   | 299,339   |
| Software Program-FAP/EAP       | 781       |
| Senior Center                  | 122,980   |



|                                             |                   |
|---------------------------------------------|-------------------|
| Agency Head Start                           | 66,659            |
| Agency Family Planning and Prenatal Program | 7,779             |
| Agency Senior Companion Program             | 917               |
| NH Rotary Food Challenge                    | 4,010             |
| Community Crisis                            | 3,578             |
| Other Programs                              | <u>18,959</u>     |
|                                             | <u>\$ 541,551</u> |

**13. STATEMENT OF FUNCTIONAL EXPENSES**

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

|                                       | <u>Program</u>       | <u>Management</u> | <u>Total</u>         |
|---------------------------------------|----------------------|-------------------|----------------------|
| Salaries and wages                    | \$ 7,660,060         | \$ 382,063        | \$ 8,042,123         |
| Benefits and payroll taxes            | 2,260,251            | 137,964           | 2,398,215            |
| Travel                                | 287,914              | 1,224             | 289,138              |
| Occupancy                             | 1,092,520            | 103,314           | 1,195,834            |
| Program services                      | 10,867,215           |                   | 10,867,215           |
| Other costs:                          |                      |                   |                      |
| Accounting fees                       | 25,184               | 21,734            | 46,918               |
| Legal fees                            | 31,545               | 881               | 32,426               |
| Supplies                              | 222,607              | 24,232            | 246,839              |
| Postage and shipping                  | 57,556               | 1,029             | 58,585               |
| Equipment rental and maintenance      | 3,897                | 619               | 4,516                |
| Printing and publications             | 10,254               | 38                | 10,292               |
| Conferences, conventions and meetings | 6,911                | 8,116             | 15,027               |
| Interest                              | 107,415              | 10,596            | 118,011              |
| Insurance                             | 222,040              | 31,074            | 253,114              |
| Membership fees                       | 11,133               | 13,097            | 24,230               |
| Utility and maintenance               | 9,926                | 49,932            | 59,858               |
| Other                                 | 877,324              | 23,941            | 901,265              |
| Depreciation                          | 448,943              | 6,416             | 455,359              |
| In kind                               | <u>793,868</u>       |                   | <u>793,868</u>       |
|                                       | <u>\$ 24,996,563</u> | <u>\$ 816,270</u> | <u>\$ 25,812,833</u> |

**14. RELATED PARTY TRANSACTIONS**

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

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

There was \$139,441 due from CAPBMC Development Corporation at February 28, 2014.

**15. RECLASSIFICATION**

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

**16. FAIR VALUE OF FINANCIAL INSTRUMENTS**

Community Action Program 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, 2014 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 \$59,439 at February 28, 2014.

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, 2014, 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) | \$ 47,419        |
| Total gains or (losses) - realized /unrealized   | 8,702            |
| Purchases                                        | <u>3,318</u>     |
| Ending Balance – mutual funds                    | <u>\$ 59,439</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.

**17. FISCAL AGENT**

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, 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).

**18. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 2, 2014, the date the financial statements were available to be issued.

**SUPPLEMENTAL INFORMATION**

**(See Independent Auditors' Report)**

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

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 28, 2014**

| <b>FEDERAL GRANTOR/<br/>PROGRAM TITLE</b>                 | <b>CFDA<br/>NUMBER</b> | <b>PASS<br/>THROUGH<br/>GRANTOR<br/>NUMBER</b> | <b>FEDERAL<br/>EXPENDITURES</b> |
|-----------------------------------------------------------|------------------------|------------------------------------------------|---------------------------------|
| <b><u>US DEPT. OF HEALTH AND HUMAN SERVICES</u></b>       |                        |                                                |                                 |
| Head Start                                                | 93.600                 | N/A                                            | \$ 3,504,084                    |
| <b>Through State of New Hampshire</b>                     |                        |                                                |                                 |
| Weatherization-HRRP                                       | 93.568                 |                                                | 96,098                          |
| Fuel Assistance                                           | 93.568                 | 611001                                         | 4,171,602                       |
| Fuel Assistance-SEAS                                      | 93.044                 | 611001                                         | 15,007                          |
| Title III Part C                                          | 93.045                 | 410338                                         | 720,861                         |
| Community Services Block Grant                            | 93.569                 | 610155                                         | 424,474                         |
| Community Services Block Grant Discretionary              | 93.570                 |                                                | 24,609                          |
| Title XX - Block Grant                                    | 93.667                 | 410338                                         | 348,119                         |
| Family Planning                                           | 93.217                 | 610237                                         | 110,552                         |
| Family Planning                                           | 93.568                 | 610237                                         | 37,176                          |
| Family Planning                                           | 93.940                 | 610237                                         | 7,590                           |
| Public Health Network - (ID-PICS)                         | 93.069                 |                                                | 26,422                          |
| Public Health Network - (ID-PICS)                         | 93.283                 |                                                | 899                             |
| Public Health Network - (ID-PICS)                         | 93.889                 |                                                | 6,053                           |
| Title III Part B Rural Transportation                     | 93.044                 | 410338                                         | 258,274                         |
| TANF - Home Visiting                                      | 93.558                 | N/A                                            | 71,828                          |
| Prenatal                                                  | 93.994                 | 520243                                         | 24,226                          |
| Merrimack County Service Link Program                     | 93.778                 | N/A                                            | 67,905                          |
| Merrimack County Service Link Program                     | 93.052                 | N/A                                            | 14,723                          |
| Merrimack County Service Link Program                     | 93.667                 | N/A                                            | 7,832                           |
| Merrimack County Service Link Program                     | 93.046                 | N/A                                            | 8,220                           |
| Merrimack County Service Link Program                     | 93.779                 | N/A                                            | 17,503                          |
| Senior Medicare Patrol Program Capacity Building          | 93.046                 |                                                | 19,910                          |
| Elder Services/NSIP                                       | 93.053                 | 410338                                         | 181,207                         |
| <b>Through Southern New Hampshire Services</b>            |                        |                                                |                                 |
| Workplace Success                                         | 93.558                 | N/A                                            | 322,549                         |
| <b>Through Lakes Region Partnership for Public Health</b> |                        |                                                |                                 |
| Marketplace Assister Services                             | 93.525                 |                                                | 13,916                          |
|                                                           |                        |                                                | <u>10,499,670</u>               |
| <b><u>US DEPARTMENT OF AGRICULTURE</u></b>                |                        |                                                |                                 |
| <b>Through State of New Hampshire</b>                     |                        |                                                |                                 |
| WIC                                                       | 10.557                 | 611080                                         | 818,111                         |
| CSFP                                                      | 10.565                 | 611080                                         | 845,407                         |
| Senior Farmers Market                                     | 10.576                 |                                                | 84,618                          |
| Surplus Food-TEFAP/Admin                                  | 10.568                 | N/A                                            | 134,633                         |
| Surplus Food-TEFAP                                        | 10.569                 | N/A                                            | 1,851,554                       |
| CACF Head Start/USDA                                      | 10.558                 | N/A                                            | 218,256                         |
| Summer Food-USDA                                          | 10.559                 |                                                | 136,744                         |
|                                                           |                        |                                                | <u>3,889,323</u>                |
| <b><u>CORPORATION FOR NATIONAL SERVICES</u></b>           |                        |                                                |                                 |
| Senior Companion                                          | 94.016                 | N/A                                            | 377,989                         |
| <b><u>US DEPARTMENT OF TRANSPORTATION</u></b>             |                        |                                                |                                 |
| <b>Through State of New Hampshire</b>                     |                        |                                                |                                 |
| Concord Area Transit                                      | 20.509                 |                                                | 461,941                         |
| Concord Area Transit-New Freedom                          | 20.521                 |                                                | 23,958                          |
| Concord Area Transit-JARC                                 | 20.516                 |                                                | 44,707                          |
| Concord Area Transit                                      | 20.513                 |                                                | 17,928                          |
| Winnepesaukee Transit System                              | 20.509                 | 68022                                          | 55,294                          |
| Winnepesaukee Transit System                              | 20.521                 |                                                | 3,831                           |
| 5310 Capital Advance                                      | 20.513                 |                                                | 87,321                          |
| <b>Through County of Merrimack</b>                        |                        |                                                |                                 |
| Rural Transportation                                      | 20.513                 |                                                | 7,907                           |
| Volunteer Driver Program                                  | 20.513                 |                                                | 71,778                          |
|                                                           |                        |                                                | <u>774,665</u>                  |

**US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT****Through New Hampshire Housing Finance Authority**

|                                  |        |  |           |
|----------------------------------|--------|--|-----------|
| Statewide Lead Abatement Program | 14.900 |  | 1,493,227 |
|----------------------------------|--------|--|-----------|

**Through State of New Hampshire**

|                             |        |     |           |
|-----------------------------|--------|-----|-----------|
| New Start/Outreach Program  | 14.235 | N/A | 139,974   |
| Emergency Solutions Grant   | 14.231 | N/A | 23,654    |
| Homeless Prevention         | 14.235 | N/A | 30,743    |
| Supportive Housing Services | 14.235 |     | 58,109    |
|                             |        |     | 1,745,707 |

**US DEPARTMENT OF ENERGY****Through State of New Hampshire**

|                        |        |        |         |
|------------------------|--------|--------|---------|
| Weatherization         | 81.042 | 551896 | 102,225 |
| MH Park Weatherization | 81.042 | N/A    | 80,177  |
|                        |        |        | 162,402 |

**US DEPARTMENT OF LABOR****Through State of New Hampshire**

|                                     |        |        |         |
|-------------------------------------|--------|--------|---------|
| Senior Community Service Employment | 17.235 | 610083 | 410,689 |
|-------------------------------------|--------|--------|---------|

**Through Southern New Hampshire Services**

|                               |        |     |         |
|-------------------------------|--------|-----|---------|
| WIA-Adult Program             | 17.258 | N/A | 91,000  |
| WIA-Dislocated Worker Program | 17.280 | N/A | 120,044 |
|                               |        |     | 821,713 |

**TOTAL AWARDS EXPENDED**

|  |               |
|--|---------------|
|  | \$ 18,071,479 |
|--|---------------|

**NOTE A - BASIS OF PRESENTATION**

The schedule of Expenditures of Federal Awards includes federal award activity of Community Action Program Belknap - Merrimack Counties, Inc. for the year ended February 28, 2014. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." Because the schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Community Action Program Belknap-Merrimack Counties, Inc.

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

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

**NOTE C - SUBRECIPIENTS**

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

| <u>CFDA Number</u> | <u>Program Name</u>              | <u>Amount<br/>Provided</u> |
|--------------------|----------------------------------|----------------------------|
| 14.900             | Statewide Lead Abatement Program | \$135,423                  |

**NOTE D - FOOD COMMODITIES**

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

**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. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of February 28, 2014, and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 2, 2014.

***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, McDannell & Roberts,  
Professional Association*

October 2, 2014  
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, 2014. 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.

***Auditors' 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, 2014.

### ***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, McDannell : Roberts,  
Professional Association*

October 2, 2014  
Concord, New Hampshire

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

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED FEBRUARY 28, 2014**

**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. There were no significant deficiencies reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Community Action Program of Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit as reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by OMB Circular A-133*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program 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 in accordance with Section 510(a) of OMB Circular A-133.
7. The programs tested as major programs include:
  - 93.568 Low-Income Home Energy Assistance
  - 93.217 Family Planning - Services
  - 10.558 Child and Adult Care Food Program (CACFP)
  - 10.559 Summer Food Service Program for Children
  - 10.565 Commodity Supplemental Food Program
  - 10.568 Emergency Food Assistance Program (Administrative Costs)
  - 10.569 Emergency Food Assistance Program (Food Commodities)
  - 94.016 Senior Companion Program
8. The threshold for distinguishing Type A and B programs was \$542,144.
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, 2014**

|                             | <u>Grant Period</u><br><u>10/1/12-9/30/13</u> | <u>Grant Period</u><br><u>10/1/13-9/30/14</u> | <u>Total</u>        |
|-----------------------------|-----------------------------------------------|-----------------------------------------------|---------------------|
| <b>Revenues</b>             |                                               |                                               |                     |
| Division of Human Resources | \$ 1,067,482                                  | \$ 3,104,120                                  | \$ 4,171,602        |
| Other                       | <u>424</u>                                    | <u></u>                                       | <u>424</u>          |
|                             | <u>\$ 1,067,906</u>                           | <u>\$ 3,104,120</u>                           | <u>\$ 4,172,026</u> |
| <b>Expenditures</b>         |                                               |                                               |                     |
| Personnel                   | \$ 163,519                                    | \$ 112,614                                    | \$ 276,133          |
| Fringe benefits             | 35,412                                        | 26,345                                        | 61,757              |
| Travel                      | 2,581                                         | 1,610                                         | 4,191               |
| Occupancy                   | 33,183                                        | 28,750                                        | 61,933              |
| Direct program costs        | 786,757                                       | 2,913,043                                     | 3,699,800           |
| Other costs                 | <u>46,454</u>                                 | <u>21,758</u>                                 | <u>68,212</u>       |
|                             | <u>\$ 1,067,906</u>                           | <u>\$ 3,104,120</u>                           | <u>\$ 4,172,026</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, 2014**

|                                   | <u>Grant Period</u><br><u>7/1/12 - 6/30/13</u> | <u>Grant Period</u><br><u>7/1/13 - 6/30/14</u> | <u>Total</u>      |
|-----------------------------------|------------------------------------------------|------------------------------------------------|-------------------|
| <b>Revenues</b>                   |                                                |                                                |                   |
| Corporation for National Services | \$ 108,041                                     | \$ 269,958                                     | \$ 377,999        |
| <b>Expenditures</b>               |                                                |                                                |                   |
| Personnel                         | \$ 84,426                                      | \$ 190,851                                     | \$ 275,277        |
| Fringe benefits                   |                                                | 6,436                                          | 6,436             |
| Travel                            | 14,228                                         | 70,053                                         | 84,281            |
| Other costs                       | 9,387                                          | 2,618                                          | 12,005            |
|                                   | <u>\$ 108,041</u>                              | <u>\$ 269,958</u>                              | <u>\$ 377,999</u> |

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

**SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE HEAD START PROGRAM - CFDA 83.800  
FOR THE YEAR ENDED FEBRUARY 28, 2014**

|                                              | <u>Grant Period</u><br><u>1/1/13-12/31/13</u> | <u>Grant Period</u><br><u>1/1/14-12/31/14</u> | <u>Total</u>        |
|----------------------------------------------|-----------------------------------------------|-----------------------------------------------|---------------------|
| <b>Revenues</b>                              |                                               |                                               |                     |
| U.S. Department of Health and Human Services | \$ 2,921,295                                  | \$ 640,875                                    | \$ 3,562,170        |
| In-Kind                                      | <u>984,055</u>                                | <u>203,770</u>                                | <u>1,187,825</u>    |
|                                              | <u>\$ 3,905,350</u>                           | <u>\$ 844,645</u>                             | <u>\$ 4,749,995</u> |
| <br><b>Expenditures</b>                      |                                               |                                               |                     |
| Personnel                                    | \$ 1,866,380                                  | \$ 426,100                                    | \$ 2,292,480        |
| Fringe benefits                              | 375,919                                       | 87,256                                        | 463,175             |
| Travel                                       | 32,233                                        | 6,268                                         | 38,501              |
| In-Kind                                      | 984,055                                       | 203,770                                       | 1,187,825           |
| Other costs                                  | <u>647,234</u>                                | <u>121,251</u>                                | <u>768,485</u>      |
|                                              | <u>\$ 3,905,821</u>                           | <u>\$ 844,645</u>                             | <u>\$ 4,750,466</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, 2014**

|                                            | <b><u>Grant Period</u></b><br><b><u>7/1/12 - 6/30/13</u></b> | <b><u>Grant Period</u></b><br><b><u>7/1/13 - 6/30/14</u></b> | <b><u>Total</u></b>        |
|--------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------|----------------------------|
| <b>Revenues</b>                            |                                                              |                                                              |                            |
| NH Department of Health and Human Services | \$ 97,964                                                    | \$ 83,242                                                    | \$ 181,206                 |
| Title XX                                   | 48,971                                                       | 299,148                                                      | 348,119                    |
| Title III Part C                           | 220,128                                                      | 500,763                                                      | 720,891                    |
| Other                                      | -                                                            | 671,429                                                      | 671,429                    |
|                                            | <b><u>\$ 367,063</u></b>                                     | <b><u>\$ 1,554,582</u></b>                                   | <b><u>\$ 1,921,645</u></b> |
| <b>Expenditures</b>                        |                                                              |                                                              |                            |
| Personnel                                  | \$ 358,503                                                   | \$ 655,635                                                   | \$ 1,014,138               |
| Fringe benefits                            | 59,626                                                       | 105,631                                                      | 165,257                    |
| Occupancy                                  | 53,005                                                       | 106,017                                                      | 159,022                    |
| Travel                                     | 41,226                                                       | 79,868                                                       | 121,094                    |
| Other costs                                | 241,407                                                      | 488,529                                                      | 729,936                    |
|                                            | <b><u>\$ 753,767</u></b>                                     | <b><u>\$ 1,435,680</u></b>                                   | <b><u>\$ 2,189,447</u></b> |



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

**SCHEDULE OF REVENUES AND EXPENDITURES  
FOR THE ELECTRIC ASSISTANCE PROGRAM  
FOR THE YEAR ENDED FEBRUARY 28, 2014**

|                     | <b><u>Grant Period</u></b><br><b><u>10/1/12-9/30/13</u></b> | <b><u>Grant Period</u></b><br><b><u>10/1/13-9/30/14</u></b> | <b><u>Total</u></b>        |
|---------------------|-------------------------------------------------------------|-------------------------------------------------------------|----------------------------|
| <b>Revenues</b>     | <b><u>\$ 911,030</u></b>                                    | <b><u>\$ 1,032,362</u></b>                                  | <b><u>\$ 1,943,392</u></b> |
| <b>Expenditures</b> |                                                             |                                                             |                            |
| Personnel           | \$ 162,184                                                  | \$ 105,448                                                  | \$ 267,632                 |
| Fringe benefits     | 37,940                                                      | 24,176                                                      | 62,116                     |
| Travel              | 1,342                                                       | 853                                                         | 2,195                      |
| Occupancy           | 5,881                                                       | 4,519                                                       | 10,400                     |
| Other costs         | <u>703,683</u>                                              | <u>897,366</u>                                              | <u>1,601,049</u>           |
|                     | <b><u>\$ 911,030</u></b>                                    | <b><u>\$ 1,032,362</u></b>                                  | <b><u>\$ 1,943,392</u></b> |

**Note:**

For the year ended February 28, 2014, the Electric Assistance Program, which is funded through the New Hampshire Public Utilities Commission with funds from the utility companies operating in the State of New Hampshire, was tested for compliance with the requirements of laws and regulations applicable to the contract with the Public Utilities Commission. In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the requirements outlined in the contract for the year ended February 28, 2014.

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

**SCHEDULE OF REVENUES AND EXPENDITURES - BY PROGRAM**  
**FOR THE YEAR ENDED FEBRUARY 28, 2014**

|                                                     | <u>Revenues</u> | <u>Expenditures</u> |
|-----------------------------------------------------|-----------------|---------------------|
| Tornado Relief Fund (018)                           | \$ 19,161       | \$ -                |
| Twin River Community Corp (053 & 054)               | 25,946          | 42,943              |
| Cottage Hotel (064 & 065)                           | 10,304          | 9,819               |
| Transport Coordination (084)                        | 296             | 296                 |
| Sandy Ledge (093 & 094)                             | (128,263)       | 20,073              |
| Ozanam (104 & 105)                                  | 20,177          | 20,177              |
| Senior Center Program (138)                         | 18,592          | 17,714              |
| Franklin Intergenerational (184 & 185)              | 46,994          | 47,505              |
| Senior Companion Program - Non Federal (223 & 224)  | 27,621          | 48,076              |
| Senior Companion Program - State (233 & 234)        | 31,252          | 31,252              |
| Franklin Community Services (293 & 294)             | 24,420          | 25,449              |
| Head Start - Childcare (353 & 354)                  | 1,015,890       | 1,015,890           |
| Belknap County - WXN Program (374)                  | 4,288           | 8,901               |
| Lakes Region Family Center (383 & 384)              | 159,590         | 159,590             |
| REIP (402)                                          | 21,322          | 46,738              |
| NH Modular Ramp (432 & 433)                         | 79,694          | 58,023              |
| Sun Safety (484)                                    |                 | 639                 |
| New Hampshire Housing Guarantee Program (493 & 494) | 236,824         | 236,824             |
| Core Program (503 & 504)                            | 1,689,146       | 1,745,819           |
| NH Rotary (540)                                     | 1               | 1,061               |
| Common Pantry (553 & 554)                           | 208             | 822                 |
| Oral Health WIC (600)                               | (4,463)         |                     |
| Epsom Elderly Housing (643 & 644)                   | 74,188          | 74,188              |

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

**SCHEDULE OF REVENUES AND EXPENDITURES - BY PROGRAM  
FOR THE YEAR ENDED FEBRUARY 28, 2014**

|                                         | <u>Revenues</u> | <u>Expenditures</u> |
|-----------------------------------------|-----------------|---------------------|
| Belmont Housing (653 & 654)             | \$ 66,180       | \$ 66,180           |
| Alton Housing (663 & 664)               | 48,670          | 48,670              |
| Kearsarge Housing (673 & 674)           | 63,566          | 63,566              |
| Riverside Housing (683 & 684)           | 70,310          | 70,310              |
| Pembroke Housing (708 & 709)            | 53,543          | 53,543              |
| Homeless Revolving Loan (728)           | 16,538          | 16,538              |
| Community Crisis Fund (746)             | 3,578           | -                   |
| Area Centers (763 & 764)                | 315,556         | 417,787             |
| THE FIXIT Program (833 & 834)           | 4,667           | 1,712               |
| Loan Guarantee Program (847)            | 58,503          | 58,503              |
| MC Loan Guarantee Program (848)         | 2,292           | 2,292               |
| The Caring Fund (863 & 864)             | 2,401           | 5,336               |
| Agency WIC/CSFP (883)                   | 6,531           | 1,073               |
| Newbury Elderly Housing (884)           | 82,115          | 82,115              |
| Agency Account (911 & 980)              | 96,765          | (288,613)           |
| Agency Account FAP (922)                | 97,642          | 112,122             |
| Agency Account SCP (932 & 933)          | (1,074)         | 3,413               |
| H/S Agency (943 & 944)                  | (17,133)        | 8,515               |
| Agency FP/PN (963)                      | (882)           | 382                 |
| Saving Heat & Reducing Energy (970)     | 26              | 761                 |
| Agency Development Fund                 | 17,500          | 32,500              |
| Agency Horseshoe Pond Place (994 & 995) | 27,290          | 27,290              |

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

**SCHEDULE OF REFUNDABLE ADVANCES**  
**FOR THE YEAR ENDED FEBRUARY 28, 2014**

| <b><u>FUND #</u></b> | <b><u>FUND NAME</u></b>                       | <b><u>HHS PROGRAM CFDA#</u></b>                  | <b><u>AMOUNT</u></b> |
|----------------------|-----------------------------------------------|--------------------------------------------------|----------------------|
| 125                  | EAP-Lead Agency                               |                                                  | \$ 17,847            |
| 156                  | Merrimack County Service Link                 | 93.778 (deferred amount is not federal)          | 1,747                |
| 164                  | Elder Services Program                        | 93.045,93.667 (deferred amount is not federal)   | 4,303                |
| 170                  | Volunteer Driver Program                      |                                                  | 11,500               |
| 195                  | Electric Assistance Program                   |                                                  | 48,936               |
| 224                  | Senior Companion Program - Non-Federal        |                                                  | 1,042                |
| 264                  | Rural Transportation Service                  | 93.044 (deferred amount is not federal)          | 625                  |
| 344                  | Head Start - USDA                             |                                                  | 273                  |
| 363                  | Home Visiting NH                              | 93.558 (deferred amount is not federal)          | 382                  |
| 414                  | Weatherization                                |                                                  | 8,565                |
| 494                  | NH Housing Guarantee Program                  |                                                  | 128,865              |
| 545                  | Summer Feeding                                |                                                  | 27,589               |
| 574                  | Fuel Assistance Program                       | 93.568 (2,827 of deferred amount is not federal) | 199,449              |
| 594                  | Homeless Prevention                           |                                                  | 208,878              |
| 714                  | Concord Area Transit                          |                                                  | 51,396               |
| 728                  | Homeless Revolving Loan Fund-Belknap County   |                                                  | 39,384               |
| 729                  | Homeless Revolving Loan Fund-Merrimack County |                                                  | 8,179                |
| 764                  | Area Center Program                           |                                                  | 1,476                |
| 834                  | FixIt Program                                 |                                                  | 60,807               |
| 847                  | Loan Guarantee Program                        |                                                  | 30                   |
| 855                  | New Start Program                             |                                                  | 21,595               |
| 883                  | Agency Account-WIC/CSFP                       |                                                  | 571                  |
| 905                  | Community Services Block Grant                | 93.569                                           | 69,242               |
| 944                  | Agency Account-Head Start                     |                                                  | 1,167                |
|                      | <b>TOTAL</b>                                  |                                                  | <b>\$ 912,848</b>    |

Effective 10/9/14

COMMUNITY ACTION PROGRAM  
BELKNAP-MERRIMACK COUNTIES, INC.

**BOARD OF DIRECTORS**

Sara A. Lewko, *President*  
Human Resources Coordinator  
Merrimack County Commissioners  
333 Daniel Webster Highway, Suite 2  
Boscawen, NH 03303  
796-6856 (work-direct #)  
796-6800 (work-gen. #) / 796-6841 (fax)  
[Sara@Merrimackcounty.net](mailto:Sara@Merrimackcounty.net)

*Vice President - Vacant*

Dennis Martino, *Secretary-Clerk*

Kathy Goode, *Treasurer*

Heather Brown

Nicolette Clark

Susan Koerber

Bill Johnson

Theresa M. Cromwell

Andrea MacEachern

David Siff

## RALPH LITTLEFIELD

### EDUCATION

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

### EMPLOYMENT

#### January 1980 – Present

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

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

#### June 1978 – January 1980

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

#### 1976 – June 1978

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

#### 1974 – 1975

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

#### 1974 – Head Counselor, Summer Neighborhood Youth Corps

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

#### June 1971 – General Services Director

## **BRIAN F. HOFFMAN**

---

### **WORK EXPERIENCE**

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

### **EDUCATION**

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

### **PROFESSIONAL ASSOCIATIONS**

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

## KATHRYN R. LAVIGNE

### WORK EXPERIENCE

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

### EDUCATION

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

### REFERENCES

Available upon request.



## **PAMELA JOLIVETTE**

### **EMPLOYMENT HISTORY**

#### **ELDER SERVICES DIRECTOR**

**8/97 — Present**

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

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

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

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

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

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

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

#### **SENIOR COMPANION / SENIOR EMPLOYMENT, PROGRAM DIRECTOR**

**12/84 — 8/97**

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

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

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

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

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

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

**GERIATRIC CASE MANAGER 7/82 — 3/84**

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

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

**SUPPORT SERVICES DIRECTOR 6/80 — 7/82**

Twin Rivers Counseling Center  
Franklin, NH 03235

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

**PROGRAM DIRECTOR 3/76 — 4/79**

Lamoille County Mental Health  
Morrisville VT

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

**CURRENT PROFESSIONAL ASSOCIATIONS**

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

**EDUCATION AND TRAINING**

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

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

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

Joel B. Green

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

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

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

**WORK EXPERIENCE:**

**Merrimack County ServiceLink Center Manager**

**September 2013- Present**

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

**Community Services Council of New Hampshire**

**President and CEO September 8, 2009-September 2013**

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

**Vice President of Operations**

**June 2006- September 2009**

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

**EMARC, Reading MA January 2003- March 2006**

**Director of Day Services**

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

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

**Instructor**

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

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

Director of Community Services July 2001- January 2003

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

Center for Living Democracy, Brattleboro Vermont

Chief Operating Officer December 1998- December 2000

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

Crotched Mountain Residential Services, Derry NH

Executive Director April 1996- December 1998

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

The Institute for Professional Practice, Westminster, MA

Project Director August 1989- April 1996

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

DMH- North Central Area Office, Fitchburg, MA

Case manager III May 1988- August 1989

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

Monadnock Worksource, Peterborough, NH

Executive Director December 1986- May 1988

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

DMR- North Central Area Office, Fitchburg, MA

Client Services Coordinator Supervisor July 1982- December 1986

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

Program Specialist: October 1981-July 1982

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

Walter E. Fernald State School, Waltham, MA

Senior Social Worker                      September 1979- October 1981

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

First Realty Corporation, Brockton, MA

Director of Social Services and Recreation    June 1978- September 1979

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

**Other Related Activities:**

- Trained in Situational Leadership 1983 and 1987 by Blanchard and Associates
- Chairperson Region II Training Council DMR 1993-1996
- Board of Directors Mount Wachusett Community College Human Services Certificate Program
- Presented paper at National Supported Employment conference in Baltimore, July 1993. Published the same paper "Where are the Incentives?" in the September 1993 issue of InFo-Lines a nationally recognized publication.
- Presented a workshop on placing individuals with challenging behaviors in community jobs Children's Hospital's Community Inclusion Program.
- Published Article: "Best Practices of Supported Employment" Spring 1997
- Trained by Tom Peters -Eight Hour Seminar in today's business organizations Spring 1997
- Board Member of Peterborough Folk Music Society
- Board Member of Monadnock Summer Lyceum Series
- Board of Directors- CPC- Peterborough, NH 2006-Present, Facilitator of Four Community Health Forums
- On Media literacy, Rachel's Challenge, Self- Destructive Behaviors in Adolescence and Abuse of Prescription Drugs Ella Baker Fellowship- 2004-2005
- Antioch New England Graduate School and Chicago Historical Society
- Advisory Board to Middlesex Community College Human Services Program 2004
- Conducted Numerous workshops and trainings on Poverty, Media Literacy, Organizational Development etc.
- On Faculty Teaching Human Growth and Development for Granite State College in New Hampshire 2001-Present
- Taught Introduction to Psychology, Fitchburg State College Summer 2001
- Taught Human Resource Development in the Workplace 2002- 2004 -Antioch New England Graduate School
- Part-time Faculty NHCTI- Manchester Spring 2005- to 2010- Taught Introduction to Sociology and Introduction To Psychology and Human Growth
- Article "Creating a New Community" Stepping Stones August 2011
- Article "Finding Joy" Stepping Stones Summer 2012
- Con Val School Board elected March 2012-Present

## Rebecca Soule

Education: Bachelor's Degree in Behavioral Science June 2012  
Granite State College

General Associate in Science May 1996  
Certificate in Early Childhood Education  
New Hampshire Technical Institute

Experience: **ServiceLink Resource Center of Merrimack County**

*Information & Referral Generalist - October 2014 - Present*

Provides information, referrals and counseling to customers who call, email or walk in to the office. Provides outreach at resource fairs, support groups and events. Supports the ServiceLink Resource Center Library.

**Genesis Behavioral Health**

*Targeted Care Manager - April 2013 – October 2014*

Assisted individuals in gaining access to needed community supports. Provided assessment, monitoring, support and crisis Intervention to Individuals as needed. Participated in treatment planning and case coordination. Prepared and maintained required clinical and administrative documentation in a timely manner. Assisted with training of new employees.

*Independent Living Specialist - December 2011-April 2013*

Provided support to individuals to manage symptoms of mental illness in community setting. Maintain required documentation and monitor medications as needed.

**Bow School District**

*Paraprofessional - September 2011-December 2011*

**Merrimack Valley School District**

*Title I Reading Tutor - March 2006- June 2008*

*Substitute Teacher - September 2008-June 2009*

**Riverbend Community Mental Health Center**

*Residential Rehabilitation Specialist - September 2000- May 2002*

Provided individual and group MIMS for adults with mental illness. Certification in HEM-1201.

*Transitional Case Manager - July 1998- April 2000*

Provided case management services to youth ages 16-21 utilizing Project Renew model.

*MIMS Provider - November 1997- July 1998*

Provided MIMS in the community and home to children with Mental illness.

**Easter Seals**

*Assistant Program Manager - September 1996-August 1997*

Oversight of daily program for adults with developmental disabilities. Provided supervision to staff members.

*Skills Instructor - March 1996-September 1996*

Provided structured day program services to adults with developmental disabilities.

**Spaulding Youth Center**

*Class room assistant - August 1988-March 1996*

Provided support in classroom setting to students with emotional difficulties. Coordinated recreational activities.

*Residential Aide - July 1986-August 1988*

Provided support to children with autism in a residential setting.

**Community Action Program Belknap-Merrimack Counties, Inc.**

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

**NH ServiceLink Resource Centers Program**

**Key Personnel**

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

A-2  
3/20/15



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

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

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

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

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

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

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

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





## Scope of Services

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

R.G.  
5/5/19



Exhibit A-1

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



Exhibit A-1

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

R.R.  
8/6/14



Exhibit A-1

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

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

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

| Performance Measure                                                                                                                                              | How it will be measured                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Measure 1:</b> Increasing the number of individuals enrolled in: LIS, MSP, and Medicare Part D:<br><b>Merrimack County: 121</b>                   | Work plan and MIPPA monthly Outreach Activities and Enrollment reports sent to DHHS by 10th of each month.                                     |
| <b>Performance Measure 2:</b> 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).                |
| <b>Performance Measure 3:</b> 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.                                                                                   |
| <b>Performance Measure 4:</b> 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 |

*RE*  
*5/5/14*



## Exhibit B Amendment #2

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement for the services provided by the Contractor pursuant to Exhibit A and Exhibit A-1 Scope of Services.
2. Services are funded with funds from the New Hampshire General Funds and with federal funds made available under:

| Grant #                                     | CFDA # | Federal Agency                                                        | Grant Description                                                 |
|---------------------------------------------|--------|-----------------------------------------------------------------------|-------------------------------------------------------------------|
|                                             | 93.778 |                                                                       | Medicaid Grants                                                   |
| G-1301NHSOSR                                | 93.667 | Admin for Children & Families                                         | Social Services Block Grant                                       |
| 14AANHT3FC                                  | 93.052 | Admin for Community Living                                            | NH Family Caregiver Support Title III E                           |
| 90RO0028                                    | 93.517 | Admin for Community Living                                            | NH ADRC Options Counseling Enhancement Program                    |
| 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,<br>13AANHMAADR,<br>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



## Exhibit B Amendment #2

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



## Exhibit B Amendment #2

---

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



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

This 1<sup>st</sup> Amendment to the ServiceLink Program contract (hereinafter referred to as "Amendment 1") dated this 5<sup>th</sup> 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: \_\_\_\_\_

Rosemarie A. Fiedt  
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.

*R-a*  
*2/10/14*



## Exhibit B Amendment #1

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement for the services provided by the Contractor pursuant to Exhibit A and Exhibit A-1 Scope of Services.
2. Services are funded with funds from the New Hampshire General Funds and with federal funds made available under:

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

#### 3. Account Numbers in P-37 Box 1.6

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

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

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

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



## Exhibit B Amendment #1

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

Subject: New Hampshire ServiceLink Resource Centers Program**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

|                                                                                                                                                                                                                                                                                                                                                              |                                     |                                                                                                                                                                                                            |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 1.1 State Agency Name<br>Department of Health and Humans Services                                                                                                                                                                                                                                                                                            |                                     | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301                                                                                                                                       |                                    |
| 1.3 Contractor Name<br>Community Action Program Belknap and Merrimack Counties, Inc.                                                                                                                                                                                                                                                                         |                                     | 1.4 Contractor Address<br>PO Box 1016<br>2 Industrial Park Drive<br>Concord, NH 03302-1016                                                                                                                 |                                    |
| 1.5 Contractor Phone Number<br>(603) 225-3295                                                                                                                                                                                                                                                                                                                | 1.6 Account Number<br>See Exhibit B | 1.7 Completion Date<br>6/30/2015                                                                                                                                                                           | 1.8 Price Limitation<br>\$478,594. |
| 1.9 Contracting Officer for State Agency<br><i>Mary Maggioncalda</i>                                                                                                                                                                                                                                                                                         |                                     | 1.10 State Agency Telephone Number<br><i>603-271-9096</i>                                                                                                                                                  |                                    |
| 1.11 Contractor Signature<br><i>Ralph Littlefield</i>                                                                                                                                                                                                                                                                                                        |                                     | 1.12 Name and Title of Contractor Signatory<br>Ralph Littlefield, Executive Director                                                                                                                       |                                    |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u><br>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<br>[Seal] <i>Kathy L Howard</i>                                                                                                                                                                                                                                                                    |                                     |                                                                                                                                                                                                            |                                    |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br>Kathy L. Howard, Notary Public                                                                                                                                                                                                                                                                    |                                     | <div style="border: 2px solid black; padding: 5px; text-align: center;"> <b>KATHY L HOWARD</b><br/>         Notary Public, New Hampshire<br/>         My Commission Expires <b>October 16, 2018</b> </div> |                                    |
| 1.14 State Agency Signature<br><i>Sheri L. Rockburn</i>                                                                                                                                                                                                                                                                                                      |                                     | 1.15 Name and Title of State Agency Signatory<br><i>Sheri L. Rockburn Acting Associate Commissioner</i>                                                                                                    |                                    |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____                                                                                                                                                                                                                               |                                     |                                                                                                                                                                                                            |                                    |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By: <i>Rosemary Nick</i> On: <i>12-4-13</i>                                                                                                                                                                                                                                         |                                     |                                                                                                                                                                                                            |                                    |
| 1.18 Approval by the Governor and Executive Council<br>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 one account to the Account identified in block 1.6 if appropriated 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.



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the New Hampshire ServiceLink Resource Centers Program Contract**

This second Amendment to the New Hampshire ServiceLink Resource Centers Program contract (hereinafter referred to as "Amendment #2") dated this day of February 18, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Crotched Mountain Community Care, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 185 Granite Street, Suite 3C, Manchester NH, 03101.

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

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

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

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

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read: \$1,563,598.
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read: Wendi Aultman.
4. Form P-37, General Provisions, Item 1.10, to read: (603) 271-9068.
5. Delete Exhibit A Scope of Services and replace with Exhibit A Amendment #1 Scope of Services.
6. Delete Exhibit A-1 Scope of Services.
7. Delete Exhibit B Amendment #1, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #2, Method and Conditions Precedent to Payment.
8. Delete Exhibit B-7 and replace with Exhibit B-7 Amendment #1.
9. Add Exhibit B-16, Exhibit B-17, and Exhibit B-18.
10. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
11. Delete Standard Exhibit C-1, Additional Special Provisions and replace with Exhibit C-1, Revisions To General Provisions.



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

---

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



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

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

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

State of New Hampshire  
Department of Health and Human Services

4/3/15  
Date

*Diane Langley*  
Diane Langley  
Director

Crotched Mountain Community Care, Inc.

2/24/15  
Date

*Margaret Aris*  
NAME  
TITLE *Vice President Community Services*

**Acknowledgement:**

State of NH, County of Merrimack on 2/24/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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





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

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

OFFICE OF THE ATTORNEY GENERAL

4/20/15  
Date

[Signature]  
Name: Wesley A. Young  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #1

Scope of Services

1. Purpose

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

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

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

1.1. Definitions

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

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

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

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

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

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

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

**Quarter:** A quarter is defined as: July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

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

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



Exhibit A Amendment #1

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

**2. Covered Populations and Services**

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

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

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

**4. ServiceLink Services**

4.1. Information, Referral and Awareness

4.1.1. Outreach and Marketing

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

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

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

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



Exhibit A Amendment #1

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

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

4.2. Options Counseling

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

4.3. Streamlined Eligibility Determination for Public Programs

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





Exhibit A Amendment #1

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

4.3.1. Intake and Screening

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

4.3.2. Financial and Functional Eligibility Processes

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

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

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

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

4.3.3. Tracking Eligibility Status

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

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

4.4. Person-Centered Transitions Support

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

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

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

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

4.4.4. The Contract shall:

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

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

md  
2/24/15



Exhibit A Amendment #1

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



Exhibit A Amendment #1

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



Exhibit A Amendment #1

4.8. Senior Medicare Patrol Program

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

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

4.9. Veterans Directed Home and Community Based Program

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

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



Exhibit A Amendment #1

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



Exhibit A Amendment #1

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



Exhibit A Amendment #1

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

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



Exhibit A Amendment #1

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

4.11. Medicare Supplement Insurance Comparison

- 4.11.1. The Contractor shall provide Medicaid Supplement Insurance Comparison.
- 4.11.2. Notwithstanding Section 3 of Exhibit A, Amendment #1, the Contractor shall provide this service to individuals statewide.
- 4.11.3. 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.
- 4.11.4. 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.
- 4.11.5. The Contractor will update the data each calendar year with the current premium information provided by the New Hampshire Insurance Department.
- 4.11.6. 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.
- 4.11.7. 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.
- 4.11.8. 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.

5. Operational Functions

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

- 5.1. Operate the ServiceLink Resource Centers Program as an independent program separate and distinct from the fiscal sponsor. In advertising, marketing, and all written and oral descriptive literature that it develops and/or disseminates, the Contractor shall characterize the ServiceLink Resource Centers Program as an independent program.





**Exhibit A Amendment #1**

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

**6. Quality Assurance and Continuous Quality Improvement**

- 6.1. Contractor shall have a Quality Assurance and Continuous Improvement plan to ensure services are available, are of high quality, meet the needs of individuals, and are sustained throughout the geographic area covered. The plan shall assure that services adhere to the highest standards, as well as assure that the public and private resources produce measurable results.

*mx*  
*8/24/15*



**Exhibit A Amendment #1**

- 6.2. Contractors shall track their customers, services, performance and costs, and to continuously evaluate and improve on the results of the services that are provided to individuals and their families, as well as to other organizations in the community. This may include linkages with other data systems, such as Medicaid information systems and electronic health records.
- 6.3. The Quality Assurance and Continuous Improvement plan shall also utilize formal processes for getting input and feedback from individuals and their families on the Contractor's operations, services used, and on-going development.
- 6.4. The Quality Assurance and Continuous Improvement plan shall include measurable performance goals and indicators related to the Contractor's visibility, trust, ease of access, responsiveness, efficiency and effectiveness. The Contractor shall routinely track and monitor consumer demographics and individual-level outcomes such as diversions, transitions, and impact of Options Counseling as well as systems-level outcomes such as service utilization by setting and cost-savings.
- 6.5. Information Technology and Management Information Systems
- 6.5.1. Contractor will use the Refer 7 database to support all business functions related to the provision of programs provided by ServiceLink contractors. Contractor shall comply with new IT initiatives that DHHS may roll out as part of BIP or SIM initiatives.
- 6.5.2. Contractor shall operate computer equipment and software that meets or is compatible with the State of New Hampshire's minimum Information Technology standard for software and hardware that is equivalent or exceeds the specifications listed below:
- Microsoft Windows 7 64 bit;
  - Microsoft Internet Explorer version 8.0;
  - Documents, spreadsheets and presentation that are compatible with Microsoft Office 2000 and above through 2010;
  - Network Associates - McAfee Virus Scan version 8.8; and
  - Broadband or DSL internet access
- 6.5.3. The Department's current hardware standards are as follows:
- Standard Desktop - Multi Tasking, Standard Apps: I3 Intel Processor, 4GB RAM, 500 GB SATA
  - High End Desktop- Multi Tasking, Heavy Graphics (i.e. CAD): I5 Intel Processor, 8GB RAM, 500 GB SATA
  - The State standard is Windows 7, Office 2010 and Internet Explorer 9
- 6.5.4. Contractor shall comply with the ServiceLink Resource Centers Program Computer Use Agreement.
- 6.6. Continuous Improvement
- 6.6.1. Contractor shall have a plan in place to monitor program quality and a process to ensure continuous program improvement through the use of the data gathered such as consumer satisfaction evaluations and surveys. The Contractor shall submit their plan for review by the Department.
- 6.6.2. Contractor shall inform consumers of complaint and grievance policies and shall have the ability to track and address complaints and grievances. The Contractor shall develop, implement and maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall also have a grievance system in place that includes a grievance process, and any grievances filed are to be available to DHHS upon request.

**7. Performance Tracking and Reporting**



Exhibit A Amendment #1

- 7.1. Contractor shall track and report to Department on the people they serve in the different age groups, with different types of disabilities and that the Options Counseling provided enables people to make informed, cost-effective decisions about LTSS. For each ServiceLink Service, the contractor shall report on:
1. Number of individuals served
  2. Number of repeat visits by individuals
  3. Type of information/referral given to individuals
  4. Type of follow up performed
  5. Frequency of follow ups
  6. Were individuals able to utilize the information provided by the Contractor, including but not limited to, applying for benefits, finding and obtaining referred services, and other forms of assistance
  7. The number of individuals diverted from nursing home/institutional settings;
  8. The number of individuals successfully transitioning from institutional settings (i.e. number of people assisted through formal coordinated or evidence-based transitions programs).

7.2. Minimum Reporting Requirements:

The Table below defines the program reporting data requirements and their source. There will be custom reporting capabilities through Refer7.

| Program Reporting Data Requirement                                                                                                   | Data Source                                           |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| <b>Program Requirements</b>                                                                                                          |                                                       |
| Adherence to all minimum program and operational requirements                                                                        | Contract review assessment tool, site visits          |
| <b>Information, Referral, and Assistance and Awareness</b>                                                                           |                                                       |
| Number of customer satisfaction surveys sent annually                                                                                | Customized Report                                     |
| Number of staff who have received training related to cultural competency                                                            | Customized Report                                     |
| Number of community outreach and educational events staff participated in annually                                                   | Customized Report                                     |
| Number of AIRS certified staff                                                                                                       | Customized Report                                     |
| Number of contacts annually                                                                                                          | Refer7                                                |
| Staff follows policies and procedures for the Refer7 system, and other DHHS supported systems such as but no limited to New Heights. | Refer 7 reports, Contract review, New Heights reports |
| Number of home visits annually                                                                                                       | Refer7                                                |
| Number of follow ups performed annually                                                                                              | Refer7                                                |
| Number of contact and client types by type and % as defined by BEAS                                                                  | Refer7                                                |
| Number of referrals made for services not provided annually                                                                          | Refer7                                                |
| Number of 'unmet need' provisions documented annually                                                                                | Refer7                                                |
| <b>Options Counseling (OC) and Person Centered Transition Support:</b>                                                               |                                                       |



Exhibit A Amendment #1

| Program Reporting Data Requirement                                                                                                                                                                                    | Data Source                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ServiceLink contractors adhere to the Quality Assurance process based on the National Evaluation Framework to define, track, report, and fine-tune progress in achieving national outcomes and performance standards. | Quantifiable individual-level feedback documenting their personal experience, documentation of the number and percent of all individuals with service plans who were offered the option to self-direct and choose to do so, and consumer satisfaction surveys, customized reports, and Refer7. |
| All staff who provide Options Counseling are Nationally Certified                                                                                                                                                     |                                                                                                                                                                                                                                                                                                |
| % Of people report they are able to make informed decisions about their LTSS as a result of the information and if necessary the one-on-one counseling they and or their family caregiver receive.                    |                                                                                                                                                                                                                                                                                                |
| % Of individuals who report they have effectively and seamlessly navigated through the LTSS system and successfully accessed the options they have identified                                                         |                                                                                                                                                                                                                                                                                                |
| % Of persons to have had the opportunity to self-direct their services and supports                                                                                                                                   |                                                                                                                                                                                                                                                                                                |
| % Of individuals who report they have made optimal use of their own private resources and their informal support system                                                                                               | Refer 7                                                                                                                                                                                                                                                                                        |
| Number of Options Counseling sessions conducted in hospitals, rehabilitation facilities, nursing homes, or at home.                                                                                                   |                                                                                                                                                                                                                                                                                                |
| Number of Options Counseling assessments conducted annually                                                                                                                                                           |                                                                                                                                                                                                                                                                                                |
| Number of developed action plans annually                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                |
| A minimum of 4 formal agreements with major pathways has been established by the completion Date in box 1.7 of the General Provisions, Form P-37.                                                                     | Copies of agreements                                                                                                                                                                                                                                                                           |
| Number of individuals receiving eligibility coordination annually                                                                                                                                                     | Refer 7                                                                                                                                                                                                                                                                                        |
| Number of screenings for public programs performed                                                                                                                                                                    | Refer7                                                                                                                                                                                                                                                                                         |
| Number of Medicaid appointments scheduled by the ServiceLink contractor                                                                                                                                               | New Heights                                                                                                                                                                                                                                                                                    |
| <b>NH Family Caregiver Support Program:</b>                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                |
| Number of staff trained in Powerful Tools for Caregivers curriculum                                                                                                                                                   | Customized Report                                                                                                                                                                                                                                                                              |
| Number of Powerful Tools for Caregivers trainings conducted annually (six-week session = 1)                                                                                                                           | Customized Report                                                                                                                                                                                                                                                                              |
|                                                                                                                                                                                                                       | Customized Report                                                                                                                                                                                                                                                                              |
| Number of other caregiver specific training sessions conducted annually                                                                                                                                               |                                                                                                                                                                                                                                                                                                |
| Number of community outreach/information sessions conducted annually                                                                                                                                                  | Customized Report                                                                                                                                                                                                                                                                              |
| Number of individuals who received Title III-E respite services annually                                                                                                                                              | Customized Report, Refer7                                                                                                                                                                                                                                                                      |
| Number of caregiver support group meetings held in the community by the ServiceLink contractor staff annually                                                                                                         | Customized Report                                                                                                                                                                                                                                                                              |
| Average number of attendees at support group meetings                                                                                                                                                                 | Customized Report                                                                                                                                                                                                                                                                              |
| Number of family caregivers who receive I&R (access assistance) annually                                                                                                                                              | Refer7                                                                                                                                                                                                                                                                                         |
| Number of one-on-one counseling sessions                                                                                                                                                                              | Refer7                                                                                                                                                                                                                                                                                         |
| Number of in-person Options Counseling assessments of the family caregiver needs completed annually                                                                                                                   | Refer7                                                                                                                                                                                                                                                                                         |



Exhibit A Amendment #1

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

**8. Staffing**

**8.1. Standards**

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

- 8.1.1. Possess the knowledge, skills, and experience necessary to competently perform the activities related to their role or function within the SLRC
- 8.1.2. Ensure the client's right to privacy and ensure appropriate confidentiality when information about the client is released to others.
- 8.1.3. Ensure knowledge about resource availability, service costs, and budgetary parameters and be fiscally responsible in carrying out activities related to their role or function within the SLRC.



Exhibit A Amendment #1

- 
- 8.1.4. Treat colleagues with courtesy and respect and strive to enhance interprofessional, intraprofessional, and interagency cooperation on behalf of the client.
- 8.1.5. Provide sufficient staff to perform all tasks specified in this agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement.
- 8.1.6. Ensure that all staff have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.
- 8.1.7. Develop a Staffing Contingency Plan, including but not limited to:
- 8.1.7.1. The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
  - 8.1.7.2. Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
  - 8.1.7.3. Discussion of time frames necessary for obtaining replacements;
  - 8.1.7.4. Capabilities to provide, in a timely manner, replacements/additions with comparable experience; and
  - 8.1.7.5. Method of bringing replacements/additions up-to-date regarding this Agreement.
- 8.1.8. Provide staffing models that will be used by the subcontractors, if applicable.
- 8.1.9. Provide resumes for any changes in key administrative staff to include: CEO, CFO, COO, Executive Director, Financial Manager and managers that supervise staff and volunteers for the programs and services included in this agreement.
- 8.1.10. Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a DHHS State Registry check before the staff member begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.
- 8.1.11. Vacant positions will not be funded. Funds paid for vacant positions shall be recovered during the agreement period.
- 8.1.12. Contractor shall maintain written job/service descriptions for paid and volunteer staffs for the aforementioned staffing model that reflect the scope and duties of their respective roles.
- 8.1.13. Contractor shall conduct a written job competency/service performance review for all paid and volunteer staff annually. Performance reviews must include all competencies and requirements. If agencies use standardized performance review forms an addendum to this process must be established in order to be in compliance with program requirements.
- 8.2. The Contractor shall commit staff for the following positions:
- 8.2.1. Program Management
- Contractor shall be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight. The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the DHHS ServiceLink Resource Center Program Manager.
- 8.2.1.1. Required Certification:
- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
  - Obtain training and certification in Options Counseling within 6 months of hire
  - SHIP/SMP certification
- 8.2.2. Information, Referral, & Assistance and Awareness



**Exhibit A Amendment #1**

The position links individuals who need assistance with appropriate service providers and/or supplies descriptive information about the agencies or organizations, which offer services.

**8.2.2.1. Required Certification;**

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
- Obtain certification as a State Health Insurance Assistance Program (SHIP)
- Senior Medicare Patrol (SMP) Counselor within year of hire. Training for this Certification must begin within 6 months of hire.

**8.2.3. Options Counseling and Person Centered Transition Support**

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

**8.2.3.1. Required Certification:**

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

**8.2.4. Options Counseling: Caregiver Specialist**

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

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

**8.2.4.1. Required Certification:**

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

**8.2.5. State Health Insurance Assistance Program (SHIP)**

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

**8.2.5.1. Required Certification:**

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire.



**Exhibit A Amendment #1**

- Within 6 months of hire:
- Obtain certification as a SHIP and SMP Counselor
- Obtain training and certification in Options Counseling

**8.2.6. Senior Medicare Patrol Program (SMP)**

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

Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's deliverables, goals and performance measures for the State/ County/Region.

**8.2.6.1. Required Certification**

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

**9. Work Plan**

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

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

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

**10. Cultural Considerations:**

The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the effective date of Amendment #2 to the Agreement.

**11. Privacy and Security of Client Information**

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

**12. E-Studio**

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





Exhibit A Amendment #1

---

**13. Contract Monitoring**

- 13.1. The Contractor shall:
- 13.2. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 13.3. Ensure the Department is provided with access that includes but is not limited to:
  - 13.3.1. Data
  - 13.3.2. Financial records
  - 13.3.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 13.3.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 13.3.5. Scheduled phone access to Contractor principals and staff



**Exhibit B - Amendment #2**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, in accordance with the budgets defined in Section 5 below, for the services provided by the Contractor pursuant to Exhibit A, Amendment #1 Scope of Services.
2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

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

- 2.1. The Contractor agrees to provide the services in Exhibit A, Amendment #1, Scope of Services in compliance with funding requirements.

3. Account Numbers in Block 1.6 of the General Provisions of this Agreement, Form P-37 as follows:

| Grant                                                                          | State Account Number                |
|--------------------------------------------------------------------------------|-------------------------------------|
| NH State General Funds                                                         | 05-95-48-481010-95650000-102-500731 |
| Social Services Block Grant                                                    | 05-95-48-481010-92550000-545-500387 |
| Medicaid                                                                       | 05-95-48-481510-61800000-550-500398 |
| Aging and Disability Resource Center Options<br>Counseling Enhancement Program | 05-95-48-481010-78720000-072-500575 |
| Family Caregiver Support<br>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<br>Medicare Beneficiaries (MIPPA)           | 05-95-48-481010-88880000-102-500731 |



## Exhibit B - Amendment #2

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

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

The invoice must be submitted to:

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

5. Payment for contracted services will be made cost reimbursement basis only, for allowable expenses based on budgets identified as Exhibits B-1 through Exhibit s B-16. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form.

5.1. Payment for contracted services shall be made on cost reimbursement basis only, for allowable expenses based on the budgets identified as Exhibit B-17 and Exhibit B-18 and in accordance with the Department approved individual program budgets.

5.2. The Contractor will provide invoices on Department supplied forms.

5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

6. The Contractor shall submit to the Department the subcontractor's budget for review and approval. The Contractor shall submit to the Department copies of their invoices and the subcontractor's invoices for actual expenses that support the requests for reimbursement.

7. The Information, Referral, and Awareness Program Budgets Exhibit B-1 and B-6 Contract Share is funded by various sources as a percentage of the total as follows:

7.1. NH State General Funds SFY14: 47% SFY15: 49%

7.2. Social Services Block Grant SFY14: 15% SFY15: 14%

7.3. Medicaid SFY14: 38% SFY15: 37%

8. The Options Counseling and Person Centered Transition Support Programs Budgets Exhibit B-2 and B-7 Contract Share is funded by various sources as a percentage of the total as follows:

8.1. Medicaid SFY14: 64% SFY15: 88%

8.2. ADRC Grant SFY14: 36% SFY15: 12%

9. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibit B-1 through B-18 Budgets, to adjust amounts within the budgets and between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

11. Community Support Requirement: When the Contractor elects to provide additional funding toward the cost of the programs, then the Contractor is obligated to fund the difference between the total 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.



## Exhibit B - Amendment #2

---

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

**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**

**Budget Request for: Options Counseling and Person Centered Transitions Support Program**  
(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     | Total                | Direct Incremental       | Indirect Fixed     | Total               | Direct Incremental                                   | Indirect Fixed | Total                |
| 1. Total Salary Wages                          | \$ 155,317.38        | \$ -               | \$ 155,317.38        | \$ -                     | \$ -               | \$ -                | \$ 155,317.38                                        | \$ -           | \$ 155,317.38        |
| 2. Employee Benefits                           | \$ 51,780.88         | \$ -               | \$ 51,780.88         | \$ -                     | \$ -               | \$ -                | \$ 51,780.88                                         | \$ -           | \$ 51,780.88         |
| 3. Consultants                                 | \$ -                 | \$ -               | \$ -                 | \$ -                     | \$ -               | \$ -                | \$ -                                                 | \$ -           | \$ -                 |
| 4. Equipment                                   | \$ -                 | \$ -               | \$ -                 | \$ -                     | \$ -               | \$ -                | \$ -                                                 | \$ -           | \$ -                 |
| 5. Rental                                      | \$ 1,804.70          | \$ -               | \$ 1,804.70          | \$ -                     | \$ -               | \$ -                | \$ 1,804.70                                          | \$ -           | \$ 1,804.70          |
| 6. Repair and Maintenance                      | \$ 2,047.52          | \$ -               | \$ 2,047.52          | \$ -                     | \$ -               | \$ -                | \$ 2,047.52                                          | \$ -           | \$ 2,047.52          |
| 7. Purchase/Depreciation                       | \$ 960.00            | \$ -               | \$ 960.00            | \$ -                     | \$ -               | \$ -                | \$ 960.00                                            | \$ -           | \$ 960.00            |
| 8. Supplies                                    | \$ -                 | \$ -               | \$ -                 | \$ -                     | \$ -               | \$ -                | \$ -                                                 | \$ -           | \$ -                 |
| 9. Educational                                 | \$ -                 | \$ -               | \$ -                 | \$ -                     | \$ -               | \$ -                | \$ -                                                 | \$ -           | \$ -                 |
| 10. Lab                                        | \$ -                 | \$ -               | \$ -                 | \$ -                     | \$ -               | \$ -                | \$ -                                                 | \$ -           | \$ -                 |
| 11. Pharmacy                                   | \$ -                 | \$ -               | \$ -                 | \$ -                     | \$ -               | \$ -                | \$ -                                                 | \$ -           | \$ -                 |
| 12. Medical                                    | \$ -                 | \$ -               | \$ -                 | \$ -                     | \$ -               | \$ -                | \$ -                                                 | \$ -           | \$ -                 |
| 13. Office                                     | \$ 2,758.98          | \$ -               | \$ 2,758.98          | \$ -                     | \$ -               | \$ -                | \$ 2,758.98                                          | \$ -           | \$ 2,758.98          |
| 14. Travel                                     | \$ 11,283.87         | \$ -               | \$ 11,283.87         | \$ -                     | \$ -               | \$ -                | \$ 11,283.87                                         | \$ -           | \$ 11,283.87         |
| 15. Occupancy                                  | \$ 7,647.66          | \$ 6,384.00        | \$ 14,031.66         | \$ -                     | \$ 6,384.00        | \$ 6,384.00         | \$ 7,647.66                                          | \$ -           | \$ 7,647.66          |
| 16. Current Expenses                           | \$ -                 | \$ -               | \$ -                 | \$ -                     | \$ -               | \$ -                | \$ -                                                 | \$ -           | \$ -                 |
| 17. Telephone                                  | \$ 3,313.19          | \$ -               | \$ 3,313.19          | \$ -                     | \$ -               | \$ -                | \$ 3,313.19                                          | \$ -           | \$ 3,313.19          |
| 18. Postage                                    | \$ 1,731.61          | \$ -               | \$ 1,731.61          | \$ -                     | \$ -               | \$ -                | \$ 1,731.61                                          | \$ -           | \$ 1,731.61          |
| 19. Subscriptions                              | \$ 236.00            | \$ -               | \$ 236.00            | \$ -                     | \$ -               | \$ -                | \$ 236.00                                            | \$ -           | \$ 236.00            |
| 20. Audit and Legal                            | \$ -                 | \$ -               | \$ -                 | \$ -                     | \$ -               | \$ -                | \$ -                                                 | \$ -           | \$ -                 |
| 21. Insurance                                  | \$ -                 | \$ -               | \$ -                 | \$ -                     | \$ -               | \$ -                | \$ -                                                 | \$ -           | \$ -                 |
| 22. Board Expenses                             | \$ -                 | \$ -               | \$ -                 | \$ -                     | \$ -               | \$ -                | \$ -                                                 | \$ -           | \$ -                 |
| 23. Software                                   | \$ -                 | \$ -               | \$ -                 | \$ -                     | \$ -               | \$ -                | \$ -                                                 | \$ -           | \$ -                 |
| 24. Marketing/Communications                   | \$ 1,377.94          | \$ -               | \$ 1,377.94          | \$ -                     | \$ -               | \$ -                | \$ 1,377.94                                          | \$ -           | \$ 1,377.94          |
| 25. Staff Education and Training               | \$ 975.06            | \$ -               | \$ 975.06            | \$ -                     | \$ -               | \$ -                | \$ 975.06                                            | \$ -           | \$ 975.06            |
| 26. Subcontracts/Agreements                    | \$ -                 | \$ -               | \$ -                 | \$ -                     | \$ -               | \$ -                | \$ -                                                 | \$ -           | \$ -                 |
| 27. Other (specific details mandatory)         | \$ -                 | \$ -               | \$ -                 | \$ -                     | \$ -               | \$ -                | \$ -                                                 | \$ -           | \$ -                 |
| 28. Printing and Reproduction                  | \$ 400.00            | \$ -               | \$ 400.00            | \$ -                     | \$ -               | \$ -                | \$ 400.00                                            | \$ -           | \$ 400.00            |
| 29. Advertising                                | \$ 1,228.88          | \$ -               | \$ 1,228.88          | \$ -                     | \$ -               | \$ -                | \$ 1,228.88                                          | \$ -           | \$ 1,228.88          |
| 30. In-Kind Volunteer time                     | \$ 527.93            | \$ 3,059.70        | \$ 3,587.63          | \$ -                     | \$ 3,059.70        | \$ 3,059.70         | \$ 527.93                                            | \$ -           | \$ 527.93            |
| 31. Administrative costs for Crotched Mountain | \$ 22,060.82         | \$ -               | \$ 22,060.82         | \$ 8,000.00              | \$ -               | \$ 8,000.00         | \$ 14,060.82                                         | \$ -           | \$ 14,060.82         |
| <b>TOTAL</b>                                   | <b>\$ 265,472.42</b> | <b>\$ 9,443.70</b> | <b>\$ 274,916.12</b> | <b>\$ 8,000.00</b>       | <b>\$ 9,443.70</b> | <b>\$ 17,443.70</b> | <b>\$ 257,472.42</b>                                 | <b>\$ -</b>    | <b>\$ 257,472.42</b> |

Indirect As A Percent of Direct

3.6%

118.0%

0.0%

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

Bidder/Program Name: Crooked Mountain Community Care, Inc.

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

Budget Period: 10/1/14-6/30/15

| Line Item                               | Total Program Cost |                |           | Contractor Share / Match |                |       | Requested Budget to be Funded by DHHS Contract Share |                |           |
|-----------------------------------------|--------------------|----------------|-----------|--------------------------|----------------|-------|------------------------------------------------------|----------------|-----------|
|                                         | Direct Incremental | Indirect Fixed | Total     | Direct Incremental       | Indirect Fixed | Total | Direct Incremental                                   | Indirect Fixed | Total     |
| 1. Total Salary/Wages                   | \$ 9,285           | \$ -           | \$ 9,285  | \$ -                     | \$ -           | \$ -  | \$ 9,285                                             | \$ -           | \$ 9,285  |
| 2. Employee Benefits                    | \$ 2,245           | \$ -           | \$ 2,245  | \$ -                     | \$ -           | \$ -  | \$ 2,245                                             | \$ -           | \$ 2,245  |
| 3. Consultants                          | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| 4. Equipment:                           | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| Rentals                                 | \$ 180             | \$ -           | \$ 180    | \$ -                     | \$ -           | \$ -  | \$ 180                                               | \$ -           | \$ 180    |
| Repair and Maintenance                  | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| Purchase/Depreciation                   | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| 5. Supplies:                            | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| Educational                             | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| Lab                                     | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| Pharmacy                                | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| Medical                                 | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| 6. Travel                               | \$ 1,250           | \$ -           | \$ 1,250  | \$ -                     | \$ -           | \$ -  | \$ 1,250                                             | \$ -           | \$ 1,250  |
| 7. Occupancy                            | \$ 3,169           | \$ -           | \$ 3,169  | \$ -                     | \$ -           | \$ -  | \$ 3,169                                             | \$ -           | \$ 3,169  |
| 8. Current Expenses                     | \$ 490             | \$ -           | \$ 490    | \$ -                     | \$ -           | \$ -  | \$ 490                                               | \$ -           | \$ 490    |
| Telephone                               | \$ 300             | \$ -           | \$ 300    | \$ -                     | \$ -           | \$ -  | \$ 300                                               | \$ -           | \$ 300    |
| Postage                                 | \$ 275             | \$ -           | \$ 275    | \$ -                     | \$ -           | \$ -  | \$ 275                                               | \$ -           | \$ 275    |
| Subscriptions                           | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| Audit and Legal                         | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| Insurance                               | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| Board Expenses                          | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| 9. Software                             | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| 10. Marketing/Communications            | \$ 350             | \$ -           | \$ 350    | \$ -                     | \$ -           | \$ -  | \$ 350                                               | \$ -           | \$ 350    |
| 11. Staff Education and Training        | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| 12. Subcontract Agreements              | \$ -               | \$ 1,755       | \$ 1,755  | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ 1,755       | \$ 1,755  |
| 13. Other (specific details mandatory): | \$ -               | \$ -           | \$ -      | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -      |
| TOTAL                                   | \$ 17,544          | \$ 1,755       | \$ 19,299 | \$ -                     | \$ -           | \$ -  | \$ 17,544                                            | \$ 1,755       | \$ 19,299 |
| Indirect As A Percent of Direct         |                    | 10.0%          |           |                          | #DIV/0!        |       |                                                      | 0.1000342      |           |

Contractor Initials: *MD*  
Date: *2/24/15*

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

Contractor Name: Crooked Mountain Community Care, Inc.  
Program Name: ServiceLink Resource Center

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

| Line Item                               | Total Program Cost |                  |                   | Contractor Share / Match |             |                  | Requested Budget to be Funded by DHHS Contract Share |                  |                   |
|-----------------------------------------|--------------------|------------------|-------------------|--------------------------|-------------|------------------|------------------------------------------------------|------------------|-------------------|
|                                         | Direct             | Indirect         | Total             | Direct                   | Indirect    | Total            | Direct                                               | Indirect         | Total             |
| 1. Total Salary/Wages                   | \$ 346,834         | \$ -             | \$ 346,834        | \$ -                     | \$ -        | \$ -             | \$ 346,834                                           | \$ -             | \$ 346,834        |
| 2. Employee Benefits                    | \$ 106,406         | \$ -             | \$ 106,406        | \$ -                     | \$ -        | \$ -             | \$ 106,406                                           | \$ -             | \$ 106,406        |
| 3. Consultants                          | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -             | \$ -                                                 | \$ -             | \$ -              |
| 4. Equipment                            | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -             | \$ -                                                 | \$ -             | \$ -              |
| 5. Rental                               | \$ 2,738           | \$ -             | \$ 2,738          | \$ -                     | \$ -        | \$ -             | \$ 2,738                                             | \$ -             | \$ 2,738          |
| 6. Repair and Maintenance               | \$ 3,449           | \$ -             | \$ 3,449          | \$ -                     | \$ -        | \$ -             | \$ 3,449                                             | \$ -             | \$ 3,449          |
| 7. Purchase Depreciation                | \$ 2,297           | \$ -             | \$ 2,297          | \$ -                     | \$ -        | \$ -             | \$ 2,297                                             | \$ -             | \$ 2,297          |
| 8. Supplies                             | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -             | \$ -                                                 | \$ -             | \$ -              |
| 9. Educational                          | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -             | \$ -                                                 | \$ -             | \$ -              |
| 10. Lab                                 | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -             | \$ -                                                 | \$ -             | \$ -              |
| 11. Pharmacy                            | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -             | \$ -                                                 | \$ -             | \$ -              |
| 12. Medical                             | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -             | \$ -                                                 | \$ -             | \$ -              |
| 13. Office                              | \$ 6,318           | \$ -             | \$ 6,318          | \$ -                     | \$ -        | \$ -             | \$ 6,318                                             | \$ -             | \$ 6,318          |
| 14. Travel                              | \$ 11,721          | \$ -             | \$ 11,721         | \$ -                     | \$ -        | \$ -             | \$ 11,721                                            | \$ -             | \$ 11,721         |
| 15. Occupancy                           | \$ 54,564          | \$ -             | \$ 54,564         | \$ 36,000                | \$ -        | \$ 36,000        | \$ 18,564                                            | \$ -             | \$ 18,564         |
| 16. Current Expenses                    | \$ 752             | \$ -             | \$ 752            | \$ -                     | \$ -        | \$ -             | \$ 752                                               | \$ -             | \$ 752            |
| 17. Telephone                           | \$ 7,278           | \$ -             | \$ 7,278          | \$ -                     | \$ -        | \$ -             | \$ 7,278                                             | \$ -             | \$ 7,278          |
| 18. Postage                             | \$ 3,289           | \$ -             | \$ 3,289          | \$ -                     | \$ -        | \$ -             | \$ 3,289                                             | \$ -             | \$ 3,289          |
| 19. Subscriptions                       | \$ 487             | \$ -             | \$ 487            | \$ -                     | \$ -        | \$ -             | \$ 487                                               | \$ -             | \$ 487            |
| 20. Audit and Legal                     | \$ 16              | \$ -             | \$ 16             | \$ -                     | \$ -        | \$ -             | \$ 16                                                | \$ -             | \$ 16             |
| 21. Insurance                           | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -             | \$ -                                                 | \$ -             | \$ -              |
| 22. Board Expenses                      | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -             | \$ -                                                 | \$ -             | \$ -              |
| 23. Software                            | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -             | \$ -                                                 | \$ -             | \$ -              |
| 24. Marketing Communications            | \$ 2,392           | \$ -             | \$ 2,392          | \$ -                     | \$ -        | \$ -             | \$ 2,392                                             | \$ -             | \$ 2,392          |
| 25. Staff Education and Training        | \$ 1,914           | \$ -             | \$ 1,914          | \$ -                     | \$ -        | \$ -             | \$ 1,914                                             | \$ -             | \$ 1,914          |
| 26. Subcontract/Agreements              | \$ 53,831          | \$ -             | \$ 53,831         | \$ -                     | \$ -        | \$ -             | \$ 53,831                                            | \$ -             | \$ 53,831         |
| 27. Other (specific details mandatory): | \$ 146             | \$ -             | \$ 146            | \$ -                     | \$ -        | \$ -             | \$ 146                                               | \$ -             | \$ 146            |
| 28. Printing & Reproduction             | \$ 1,106           | \$ -             | \$ 1,106          | \$ -                     | \$ -        | \$ -             | \$ 1,106                                             | \$ -             | \$ 1,106          |
| 29. Advertising                         | \$ 2,731           | \$ -             | \$ 2,731          | \$ -                     | \$ -        | \$ -             | \$ 2,731                                             | \$ -             | \$ 2,731          |
| 0                                       | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -             | \$ -                                                 | \$ -             | \$ -              |
| <b>TOTAL</b>                            | <b>\$ 553,310</b>  | <b>\$ 53,976</b> | <b>\$ 607,286</b> | <b>\$ 36,000</b>         | <b>\$ -</b> | <b>\$ 36,000</b> | <b>\$ 517,210</b>                                    | <b>\$ 53,976</b> | <b>\$ 571,286</b> |

Indirect As A Percent of Direct

9.8%

0.0%

10.4%

Contractor Initials: *md*  
Date: *2/24/15*

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

Contractor Name: Crochod Mountain Community Care, Inc.  
Program Name: ServiceLink Resource Center

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

| Line Item                              | Total Program Cost |                |       | Contractor Share / Match |                |       | Requested Budget to be Funded by DHS Contract Share |                |       |
|----------------------------------------|--------------------|----------------|-------|--------------------------|----------------|-------|-----------------------------------------------------|----------------|-------|
|                                        | Direct Incremental | Indirect Fixed | Total | Direct Incremental       | Indirect Fixed | Total | Direct Incremental                                  | Indirect Fixed | Total |
| 1. Total Salary/Wages                  | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 2. Employee Benefits                   | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 3. Consultants                         | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 4. Equipment                           | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 5. Rental                              | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 6. Repair and Maintenance              | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 7. Purchase/Depreciation               | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 8. Supplies                            | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 9. Educational                         | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 10. Lab                                | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 11. Pharmacy                           | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 12. Medical                            | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 13. Office                             | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 14. Travel                             | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 15. Occupancy                          | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 16. Current Expenses                   | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 17. Telephone                          | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 18. Postage                            | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 19. Subscriptions                      | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 20. Audit and Legal                    | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 21. Insurance                          | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 22. Board Expenses                     | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 23. Software                           | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 24. Marketing/Communications           | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 25. Staff Education and Training       | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 26. Sub-contracts/Agreements           | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 27. Other (specific details mandatory) | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 28. Printing & Reproduction            | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 29. Advertising                        | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| 30. TOTAL                              | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |
| Indirect As A Percent of Direct        | 5                  | 5              | 5     | 5                        | 5              | 5     | 5                                                   | 5              | 5     |

Contractor Initials: *MS*  
Date: 2/24/15





### SPECIAL PROVISIONS

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

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

nd  
2/24/15



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

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

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

mk  
2/24/15



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

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



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

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

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

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

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

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

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

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

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

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

md  
2/24/15



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

*md*  
2/24/15



**REVISIONS TO GENERAL PROVISIONS**

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

*MDH*  
*4/15/15*



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

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

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

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

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

Exhibit G

Contractor Initials

*ML*

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

Date

*2/24/15*

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

2/24/15  
Date

Margaret Gino  
Name:  
Title: Vice President Community Services

Exhibit G

Contractor Initials MG

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

Date 2/24/15





Exhibit I

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

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

**(1) Definitions.**

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



Exhibit I

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

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

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

MA  
2/24/15



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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

NA  
2/24/15



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Name of the Contractor

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 16<sup>th</sup> day of September A.D. 2014

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

Deborah DeCicco

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

1. I am a duly elected Assistant Secretary of Crotched Mountain Community Care, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on July 7, 2000  
(Date)

**RESOLVED:** That the Vice President, Margaret Lins  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 24 day of February, 2015.  
(Date Contract Signed)

4. Margaret Lins is the duly elected Vice President of Community Based Services  
(Name of Contract Signatory) (Title of Contract Signatory)

Deborah DeCicco

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 24 day of Feb, 2015.

By Deborah DeCicco  
(Name of Elected Officer of the Agency)

Linda R. Michaels  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2-2-2016





Client#: 503796

CROTCMOU

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/07/2015

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

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

|                                                                                                                                                     |  |                                                                                                                      |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br><b>USI Insurance Services LLC</b><br><b>3 Executive Park Drive, Suite 300</b><br><b>Bedford, NH 03110</b><br><b>855 874-0123</b> |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext): 855 874-0123</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> |  |
|                                                                                                                                                     |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                 |  |
|                                                                                                                                                     |  | <b>INSURER A: Philadelphia Insurance Company</b>                                                                     |  |
|                                                                                                                                                     |  | <b>INSURER B: NH Employers Insurance Company</b>                                                                     |  |
|                                                                                                                                                     |  | <b>INSURER C: New York State Insurance Fund</b>                                                                      |  |
|                                                                                                                                                     |  | <b>INSURER D: Maine Employers Mutual Co</b>                                                                          |  |
|                                                                                                                                                     |  | <b>INSURER E:</b>                                                                                                    |  |
|                                                                                                                                                     |  | <b>INSURER F:</b>                                                                                                    |  |

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

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                           | ADDL SUBR INSR WVD | POLICY NUMBER                | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                                                                   |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><br><b>GEN'L AGGREGATE LIMIT APPLIES PER:</b><br><input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b> |                    | PHPK1211339                  | 08/01/2014              | 08/01/2015              | <b>EACH OCCURRENCE</b> <b>\$1,000,000</b><br><b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> <b>\$200,000</b><br><b>MED EXP (Any one person)</b> <b>\$10,000</b><br><b>PERSONAL &amp; ADV INJURY</b> <b>\$1,000,000</b><br><b>GENERAL AGGREGATE</b> <b>\$3,000,000</b><br><b>PRODUCTS - COMP/OP AGG</b> <b>\$3,000,000</b><br><b>\$</b> |
|          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> <b>ANY AUTO</b><br><input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b><br><input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>                                                                  |                    | PHPK1211339                  | 08/01/2014              | 08/01/2015              | <b>COMBINED SINGLE LIMIT (Ea accident)</b> <b>\$1,000,000</b><br><b>BODILY INJURY (Per person)</b> <b>\$</b><br><b>BODILY INJURY (Per accident)</b> <b>\$</b><br><b>PROPERTY DAMAGE (Per accident)</b> <b>\$</b><br><b>\$</b>                                                                                                            |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b><br><input type="checkbox"/> <b>DED</b> <input checked="" type="checkbox"/> <b>RETENTION \$10000</b>                                                                    |                    | PHUB469083                   | 08/01/2014              | 08/01/2015              | <b>EACH OCCURRENCE</b> <b>\$15,000,000</b><br><b>AGGREGATE</b> <b>\$15,000,000</b><br><b>\$</b>                                                                                                                                                                                                                                          |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b> <input type="checkbox"/> <b>Y/N</b><br><b>(Mandatory in NH)</b> <input checked="" type="checkbox"/> <b>N</b> <b>N/A</b><br><b>If yes, describe under DESCRIPTION OF OPERATIONS below</b>                                                           |                    | ECC60040002282015A (NH & MA) | 04/07/2015              | 04/07/2016              | <input checked="" type="checkbox"/> <b>WC STATU-TORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b><br><b>E.L. EACH ACCIDENT</b> <b>\$500,000</b>                                                                                                                                                                                     |
| C        |                                                                                                                                                                                                                                                                                                                                                                             |                    | A20973996 (NY)               | 04/07/2015              | 04/07/2016              | <b>E.L. DISEASE - EA EMPLOYEE</b> <b>\$500,000</b>                                                                                                                                                                                                                                                                                       |
| D        |                                                                                                                                                                                                                                                                                                                                                                             |                    | 1810093581 (ME)              | 04/07/2015              | 04/07/2016              | <b>E.L. DISEASE - POLICY LIMIT</b> <b>\$500,000</b>                                                                                                                                                                                                                                                                                      |
| A        | <b>Professional Liab</b>                                                                                                                                                                                                                                                                                                                                                    |                    | PHPK1211339                  | 08/01/2014              | 08/01/2015              | <b>\$1,000,000/\$3,000,000</b>                                                                                                                                                                                                                                                                                                           |

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 insured's business.

RE: Crotched Mountain Community Care, Inc

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                                              |                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>NH-State of, Department of Health &amp; Human Services</b><br><b>129 Pleasant Street</b><br><b>Concord, NH 03301-0000</b> | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05) 1 of 1  
 #S14828698/M14823555

The ACORD name and logo are registered marks of ACORD

RRBZP

## **Mission Statement**

**The mission of Crotched Mountain Community Care, Inc is to provide quality support, advocacy, and community connections to residents of New Hampshire, including care givers, their family members, and individuals who are seeking to achieve and maintain a safe and healthy lifestyle at home in their community**



## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Crotched Mountain Foundation and Affiliates

We have audited the accompanying consolidated financial statements of Crotched Mountain Foundation and Affiliates (the Organization), which comprise the consolidated statements of financial position as of June 30, 2014 and 2013 and the related consolidated statements of operations and changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

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

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

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

## Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of June 30, 2014 and 2013, and the related changes in their net assets, and their cash flows for the years then ended, in conformity with U.S. GAAP.

## Other Matter

### *Additional Information*

Our audits were made for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The accompanying additional information, listed in the Table of Contents, is presented for the purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the audit procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements taken as a whole.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 21, 2014

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Consolidated Statements of Financial Position

June 30, 2014 and 2013

### ASSETS

|                                                                                                              | <u>2014</u>          | <u>2013</u>          |
|--------------------------------------------------------------------------------------------------------------|----------------------|----------------------|
| Current assets                                                                                               |                      |                      |
| Cash and cash equivalents                                                                                    | \$ 3,523,832         | \$ 1,836,774         |
| Accounts receivable, less allowances for doubtful<br>accounts of \$1,081,000 in 2014 and \$1,330,000 in 2013 | 10,104,545           | 12,919,443           |
| Bequests, pledges, and other receivables                                                                     | 22,573               | 83,303               |
| Inventories                                                                                                  | 487,525              | 390,338              |
| Prepaid expenses and other current assets                                                                    | <u>357,382</u>       | <u>388,335</u>       |
| Total current assets                                                                                         | <u>14,495,857</u>    | <u>15,618,193</u>    |
| Property and equipment                                                                                       |                      |                      |
| Land and land improvements                                                                                   | 4,734,032            | 4,710,860            |
| Buildings and building improvements                                                                          | 69,216,310           | 68,702,338           |
| Furniture and equipment                                                                                      | 13,584,391           | 15,003,524           |
| Motor vehicles                                                                                               | 2,373,585            | 2,328,901            |
| Construction in progress                                                                                     | <u>376,887</u>       | <u>128,644</u>       |
|                                                                                                              | 90,285,205           | 90,874,267           |
| Accumulated depreciation                                                                                     | <u>(56,067,029)</u>  | <u>(55,307,902)</u>  |
| Property and equipment, net                                                                                  | <u>34,218,176</u>    | <u>35,566,365</u>    |
| Other assets                                                                                                 |                      |                      |
| Restricted cash                                                                                              | 2,512,412            | 1,659,142            |
| Bond issuance costs, net of accumulated amortization                                                         | 778,807              | 824,181              |
| Unrestricted investments - at fair value                                                                     | <u>16,614,544</u>    | <u>14,849,638</u>    |
| Total other assets                                                                                           | <u>19,905,763</u>    | <u>17,332,961</u>    |
| Donor-restricted assets                                                                                      |                      |                      |
| Pledges receivable, net of current portion                                                                   | -                    | 36,891               |
| Charitable gift annuities, at net present value                                                              | 344,959              | 308,430              |
| Investments - at fair value                                                                                  |                      |                      |
| By donors for specific purposes                                                                              | 26,693,552           | 22,577,537           |
| By donors for permanent endowment                                                                            | <u>8,016,577</u>     | <u>8,017,653</u>     |
| Total donor-restricted investments                                                                           | <u>34,710,129</u>    | <u>30,595,190</u>    |
| Total donor-restricted assets                                                                                | <u>35,055,088</u>    | <u>30,940,511</u>    |
| Beneficial interests in perpetual trusts                                                                     | <u>9,884,843</u>     | <u>8,814,670</u>     |
| Total assets                                                                                                 | <u>\$113,559,727</u> | <u>\$108,272,700</u> |

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

## LIABILITIES AND NET ASSETS

|                                                           | <u>2014</u>              | <u>2013</u>              |
|-----------------------------------------------------------|--------------------------|--------------------------|
| Current liabilities                                       |                          |                          |
| Accounts payable                                          | \$ 1,737,308             | \$ 1,644,895             |
| Accrued salaries, wages and related taxes                 | 1,870,136                | 1,789,747                |
| Other accrued liabilities                                 | 1,041,901                | 747,475                  |
| Line of credit advance                                    | 1,500,000                | 1,560,000                |
| Current portion of long-term debt                         | 1,062,300                | 1,027,700                |
| Current portion of charitable annuity liability           | 14,141                   | 16,412                   |
| Due to third-party payors                                 | <u>2,485,851</u>         | <u>2,111,936</u>         |
| Total current liabilities                                 | <u>9,711,637</u>         | <u>8,898,165</u>         |
| Long-term debt, net of current portion                    | <u>30,950,824</u>        | <u>31,855,656</u>        |
| Other long-term obligations                               |                          |                          |
| Fair value of interest rate swap                          | 1,301,261                | 1,312,121                |
| Charitable gift annuity liability, net of current portion | 47,205                   | 56,019                   |
| Capital advances                                          | <u>4,729,400</u>         | <u>4,729,400</u>         |
| Total liabilities                                         | <u>46,740,327</u>        | <u>46,851,361</u>        |
| Commitments and contingencies (Notes 5, 6, 9 and 15)      |                          |                          |
| Net assets                                                |                          |                          |
| Unrestricted                                              | 20,389,299               | 20,890,985               |
| Temporarily restricted                                    | 28,383,681               | 23,698,032               |
| Permanently restricted                                    | <u>18,046,420</u>        | <u>16,832,322</u>        |
| Total net assets                                          | <u>66,819,400</u>        | <u>61,421,339</u>        |
| <br>Total liabilities and net assets                      | <br><u>\$113,559,727</u> | <br><u>\$108,272,700</u> |

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Consolidated Statement of Operations and Changes in Net Assets

Year Ended June 30, 2014

(With Comparative Totals for the Year Ended June 30, 2013)

|                                                   | 2014                 |                               |                               | 2013                 |
|---------------------------------------------------|----------------------|-------------------------------|-------------------------------|----------------------|
|                                                   | <u>Unrestricted</u>  | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u>         |
| Revenues and gains                                |                      |                               |                               |                      |
| Room and board, tuition and special services, net | \$ 41,463,065        | \$ -                          | \$ -                          | \$ 41,463,065        |
| Care management/program services, net             | 5,968,166            | -                             | -                             | 5,968,166            |
| Rental income                                     | 1,137,770            | -                             | -                             | 1,137,770            |
| Other revenue                                     | 2,024,192            | -                             | -                             | 2,024,192            |
| Net assets released for operations                | <u>1,105,668</u>     | <u>(1,105,668)</u>            | <u>-</u>                      | <u>-</u>             |
| Total revenues and gains                          | <u>51,698,861</u>    | <u>(1,105,668)</u>            | <u>-</u>                      | <u>50,593,193</u>    |
| Expenses                                          |                      |                               |                               |                      |
| Salaries and wages                                | 31,295,837           | -                             | -                             | 31,295,837           |
| Benefits                                          | 8,014,705            | -                             | -                             | 8,014,705            |
| Contracted services                               | 3,640,818            | -                             | -                             | 3,640,818            |
| Supplies                                          | 3,114,304            | -                             | -                             | 3,114,304            |
| Household and property                            | 2,813,664            | -                             | -                             | 2,813,664            |
| Other                                             | 2,173,224            | -                             | -                             | 2,173,224            |
| Interest                                          | 1,414,200            | -                             | -                             | 1,414,200            |
| Nursing facility quality assessment tax           | 546,485              | -                             | -                             | 546,485              |
| Depreciation and amortization                     | <u>2,928,556</u>     | <u>-</u>                      | <u>-</u>                      | <u>2,928,556</u>     |
| Total expenses                                    | <u>55,941,793</u>    | <u>-</u>                      | <u>-</u>                      | <u>55,941,793</u>    |
| Loss from operations                              | <u>(4,242,932)</u>   | <u>(1,105,668)</u>            | <u>-</u>                      | <u>(5,348,600)</u>   |
| Nonoperating income (expense)                     |                      |                               |                               |                      |
| Contributions and bequests                        | 1,355,292            | 1,260,862                     | -                             | 2,616,154            |
| Development expenses                              | (678,761)            | -                             | -                             | (678,761)            |
| Income from outside trusts                        | 338,284              | -                             | 1,070,173                     | 1,408,457            |
| Investment income (loss)                          | 2,295,319            | 4,609,306                     | (1,075)                       | 6,903,550            |
| Change in value of interest rate swap             | 10,861               | -                             | -                             | 10,861               |
| Change in value of split interest agreements      | -                    | 46,853                        | -                             | 46,853               |
| Miscellaneous income                              | 133,547              | 161,000                       | 145,000                       | 439,547              |
| Gain from Forest Legacy easement                  | -                    | -                             | -                             | -                    |
| Net assets released for capital                   | <u>286,704</u>       | <u>(286,704)</u>              | <u>-</u>                      | <u>-</u>             |
| Net nonoperating income                           | <u>3,741,246</u>     | <u>5,791,317</u>              | <u>1,214,098</u>              | <u>10,746,661</u>    |
| (Decrease) increase in net assets                 | <u>(501,686)</u>     | <u>4,685,649</u>              | <u>1,214,098</u>              | <u>5,398,061</u>     |
| Net assets, beginning of the year                 | <u>20,890,985</u>    | <u>23,698,032</u>             | <u>16,832,322</u>             | <u>61,421,339</u>    |
| Net assets, end of year                           | <u>\$ 20,389,299</u> | <u>\$ 28,383,681</u>          | <u>\$ 18,046,420</u>          | <u>\$ 66,819,400</u> |

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

**CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**  
**Consolidated Statement of Operations and Changes in Net Assets**

**Year Ended June 30, 2013**

|                                                   | <u>Unrestricted</u>  | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>         |
|---------------------------------------------------|----------------------|-----------------------------------|-----------------------------------|----------------------|
| <b>Revenues and gains</b>                         |                      |                                   |                                   |                      |
| Room and board, tuition and special services, net | \$ 40,566,681        | \$ -                              | \$ -                              | \$ 40,566,681        |
| Care management/program services, net             | 5,794,878            | -                                 | -                                 | 5,794,878            |
| Rental income                                     | 1,125,735            | -                                 | -                                 | 1,125,735            |
| Other revenue                                     | 2,377,279            | -                                 | -                                 | 2,377,279            |
| Net assets released for operations                | <u>704,631</u>       | <u>(704,631)</u>                  | <u>-</u>                          | <u>-</u>             |
| <b>Total revenues and gains</b>                   | <u>50,569,204</u>    | <u>(704,631)</u>                  | <u>-</u>                          | <u>49,864,573</u>    |
| <b>Expenses</b>                                   |                      |                                   |                                   |                      |
| Salaries and wages                                | 31,377,360           | -                                 | -                                 | 31,377,360           |
| Benefits                                          | 7,735,911            | -                                 | -                                 | 7,735,911            |
| Contracted services                               | 3,519,492            | -                                 | -                                 | 3,519,492            |
| Supplies                                          | 3,162,182            | -                                 | -                                 | 3,162,182            |
| Household and property                            | 2,728,316            | -                                 | -                                 | 2,728,316            |
| Other                                             | 1,664,999            | -                                 | -                                 | 1,664,999            |
| Interest                                          | 1,442,436            | -                                 | -                                 | 1,442,436            |
| Nursing facility quality assessment tax           | 592,410              | -                                 | -                                 | 592,410              |
| Depreciation and amortization                     | <u>2,964,909</u>     | <u>-</u>                          | <u>-</u>                          | <u>2,964,909</u>     |
| <b>Total expenses</b>                             | <u>55,188,015</u>    | <u>-</u>                          | <u>-</u>                          | <u>55,188,015</u>    |
| <b>Loss from operations</b>                       | <u>(4,618,811)</u>   | <u>(704,631)</u>                  | <u>-</u>                          | <u>(5,323,442)</u>   |
| <b>Nonoperating income (expense)</b>              |                      |                                   |                                   |                      |
| Contributions and bequests                        | 329,137              | 914,482                           | 7,692                             | 1,251,311            |
| Development expenses                              | (567,699)            | -                                 | -                                 | (567,699)            |
| Income from outside trusts                        | 329,563              | -                                 | 700,565                           | 1,030,128            |
| Investment income                                 | 1,270,926            | 2,476,385                         | 1,328                             | 3,748,639            |
| Change in value of interest rate swap             | 1,085,701            | -                                 | -                                 | 1,085,701            |
| Change in value of split interest agreements      | -                    | 20,545                            | -                                 | 20,545               |
| Miscellaneous income                              | 124,044              | -                                 | -                                 | 124,044              |
| Gain from Forest Legacy easement                  | 1,870,371            | -                                 | -                                 | 1,870,371            |
| Net assets released for capital                   | <u>42,180</u>        | <u>(42,180)</u>                   | <u>-</u>                          | <u>-</u>             |
| <b>Net nonoperating income</b>                    | <u>4,484,223</u>     | <u>3,369,232</u>                  | <u>709,585</u>                    | <u>8,563,040</u>     |
| <b>(Decrease) increase in net assets</b>          | <u>(134,588)</u>     | <u>2,664,601</u>                  | <u>709,585</u>                    | <u>3,239,598</u>     |
| <b>Net assets, beginning of the year</b>          | <u>21,025,573</u>    | <u>21,033,431</u>                 | <u>16,122,737</u>                 | <u>58,181,741</u>    |
| <b>Net assets, end of year</b>                    | <u>\$ 20,890,985</u> | <u>\$ 23,698,032</u>              | <u>\$ 16,832,322</u>              | <u>\$ 61,421,339</u> |

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



# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Consolidated Statements of Cash Flows

Years Ended June 30, 2014 and 2013

|                                                                                                     | <u>2014</u>         | <u>2013</u>         |
|-----------------------------------------------------------------------------------------------------|---------------------|---------------------|
| Cash flows from operating activities                                                                |                     |                     |
| Increase in net assets                                                                              | \$ 5,398,061        | \$ 3,239,598        |
| Adjustments to reconcile increase in net assets to net cash provided (used) by operating activities |                     |                     |
| Depreciation and amortization                                                                       | 2,928,556           | 2,964,909           |
| Change in value of interest rate swap                                                               | (10,861)            | (1,085,701)         |
| Provision for bad debts                                                                             | -                   | 730,365             |
| Net realized and unrealized gains on investments                                                    | (6,208,115)         | (2,911,142)         |
| Gain from Forest Legacy easement                                                                    | -                   | (1,870,371)         |
| Change in charitable gift annuities, net                                                            | (47,614)            | (21,830)            |
| Net changes in beneficial interests in perpetual trusts                                             | (1,070,173)         | (700,565)           |
| Contributions restricted for long-term purposes                                                     | (312,883)           | (380,520)           |
| Changes in operating assets and liabilities                                                         |                     |                     |
| Accounts receivable                                                                                 | 2,814,898           | (4,266,514)         |
| Bequests, pledges and other receivables                                                             | 97,621              | 2,895               |
| Inventories                                                                                         | (97,187)            | (16,321)            |
| Prepays and other current assets                                                                    | 30,953              | (16,516)            |
| Interest receivable                                                                                 | -                   | 28,573              |
| Accounts payable                                                                                    | 92,413              | 173,709             |
| Accrued salaries, wages and related taxes                                                           | 80,389              | 184,235             |
| Other accrued liabilities                                                                           | 294,426             | (150,949)           |
| Due to third-party payors                                                                           | <u>373,915</u>      | <u>2,111,936</u>    |
| Net cash provided (used) by operating activities                                                    | <u>4,364,399</u>    | <u>(1,984,209)</u>  |
| Cash flows from investing activities                                                                |                     |                     |
| Purchases of property and equipment                                                                 | (1,378,982)         | (983,452)           |
| Proceeds from Forest Legacy easement                                                                | -                   | 2,182,006           |
| Purchases of investments                                                                            | (1,862,552)         | (6,926,007)         |
| Proceeds from sales of investments                                                                  | <u>2,190,822</u>    | <u>7,800,000</u>    |
| Net cash (used) provided by investing activities                                                    | <u>(1,050,712)</u>  | <u>2,072,547</u>    |
| Cash flows from financing activities                                                                |                     |                     |
| Net transfers of restricted cash                                                                    | (853,270)           | (123,804)           |
| Repayments of long-term debt                                                                        | (1,026,242)         | (1,160,306)         |
| Net increase (decrease) in line of credit advances                                                  | (60,000)            | 170,000             |
| Contributions received for long-term purposes                                                       | <u>312,883</u>      | <u>538,094</u>      |
| Net cash used by financing activities                                                               | <u>(1,626,629)</u>  | <u>(576,016)</u>    |
| Net increase (decrease) in cash and cash equivalents                                                | 1,687,058           | (487,678)           |
| Cash and cash equivalents, beginning of year                                                        | <u>1,836,774</u>    | <u>2,324,452</u>    |
| Cash and cash equivalents, end of year                                                              | \$ <u>3,523,832</u> | \$ <u>1,836,774</u> |

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

## **CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

### **Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013.**

#### **Organization**

Crotched Mountain Foundation (the Foundation) is a tax-exempt entity which provides planning, fundraising and management services for the benefit of its affiliated entities. Affiliated entities include Crotched Mountain Rehabilitation Center, Inc. (the Center), Crotched Mountain Community Care, Inc., Crotched Mountain Residential Services, Inc., CMRS II, CMRS IV, CMRS Whitefield, Inc., Crotched Mountain of New York-East Greenbush, Inc. and Sunnyfield Farms, Inc., all primarily providers of educational, residential or rehabilitative care, and care management services to physically and developmentally challenged children and adults in the Northeast United States, and New Hampshire Assistive Technology Center d/b/a ATECH Services (Assistive Technology, Education and Community Health Services), which was established to deliver evaluation, consultation, education and other assistive technology services to persons with disabilities primarily throughout New Hampshire, but not limited to a geographic area.

#### **1. Summary of Significant Accounting Policies**

##### **Principles of Consolidation**

The consolidated financial statements include the accounts of the Foundation and its affiliated entities, referenced above, which are referred to as the Organization herein. Significant intercompany accounts and transactions have been eliminated upon consolidation.

The accounting policies that affect the more significant elements of the consolidated financial statements of the Organization are summarized below.

##### **Basis of Accounting**

The financial statements of the Organization are prepared in conformity with U.S. generally accepted accounting principles (U.S. GAAP) applicable to not-for-profit organizations.

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

The Organization's financial instruments consist of cash and cash equivalents, accounts receivable, investments, charitable gift annuities, beneficial interests in perpetual trusts, an interest rate swap, accounts payable, accrued liabilities and debt, substantially all of which bears interest at a variable rate. Due to the uncertainty of repayment, it is not practical to estimate the fair value of capital advances. The estimated fair value of all other financial instruments approximates their carrying value at June 30, 2014 and 2013.

##### **Cash and Cash Equivalents**

Highly liquid savings deposits and debt investments, with maturities of three months or less, when purchased are considered cash equivalents.

## **CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

### **Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013**

Financial instruments that potentially subject the Organization to concentrations of credit risk consist principally of checking, savings and time deposit accounts with banks. These balances fluctuate during the year and can exceed the limit of Federal Deposit Insurance Corporation coverage. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum.

#### **Restricted Cash**

Restricted cash is cash set aside for donor restricted purposes. These funds are held in a savings account with intent of protecting the Organization from times of severe market recessions.

Restricted deposits and funded reserves are also included in restricted cash. These amounts are restricted in use by the United States Department of Housing and Urban Development (HUD) in that they may only be used for the replacement of HUD project fixed assets and for the payment of taxes and insurance. Such reserves are required to be held in interest-bearing accounts.

#### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on historical account write-off patterns by payor. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

In evaluating the collectability of patient accounts receivable, the Organization analyzes past results and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Data for each major source is regularly reviewed to evaluate the allowance for doubtful accounts. For receivables relating to services provided to patients having third-party coverage, the Organization records the receivable at the contractually due amount. For receivables relating to self pay patients (which includes both patients without insurance and patients with deductible and copayment balances for which third-party coverage exists for part of the bill), the Organization records a provision for bad debts in the period of service based on past experience, which indicates that many patients are unable or unwilling to pay amounts for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged against the allowance for doubtful accounts.

During 2014, the Organization decreased its estimate from approximately \$1,330,000 to approximately \$1,081,000, in the allowance for doubtful accounts. Direct write offs decreased from approximately \$917,000 in 2013 to approximately \$429,000 in 2014. These changes resulted from trends experienced in the collection of outstanding balances from self-pay patients.

#### **Inventories**

Inventories of supplies are carried at the lower of cost (determined by the first-in, first-out method) or market.

## **CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

### **Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013**

#### **Property and Equipment**

Property and equipment are stated at cost or, if donated, at fair value determined at the date of donation, less accumulated depreciation. The Organization's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the life of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the assets over their estimated useful lives.

#### **Bond Issuance Costs**

Bond issuance costs are being amortized using the straight-line method over the repayment period of the bonds.

#### **Investments**

Investments in equity securities with readily determinable fair values and all instruments in debt securities are stated at fair value. Gains and losses are determined by the specific identification method. Investment income is allocated to the related net asset classifications within the unrestricted and temporarily restricted net asset classes. On a periodic basis, the Organization evaluates its investments to determine if declines in market value below cost are other than temporary. If such declines are determined to be other than temporary, an impairment charge is recognized and included in the change in net assets.

#### **Derivative Financial Instruments**

Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958-815, *Derivatives and Hedging*, requires that all derivative instruments be reported in the statement of financial position at fair value and establishes criteria for designation and effectiveness of hedging relationships. The Organization uses an interest rate swap agreement to hedge its exposure to the volatility of interest rates.

The interest rate swap is not considered a cash flow hedge. As a result, the entire unrealized gain on the interest rate swap for 2014 and 2013 has been included in the change in net assets.

#### **Beneficial Interests in Perpetual Trusts**

The Organization is the beneficiary of several irrevocable charitable perpetual trusts administered by others. The Foundation has recorded as an asset its interest in the fair value of the assets in the trusts as of June 30, 2014 and 2013, and the change in its interests in perpetual trusts for the years then ended, is included in the permanently restricted net assets section of the consolidated statements of operations and changes in net assets.

## **CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

### **Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013**

#### **Qualified Retirement Plans**

The Organization has a defined contribution retirement plan which covers all employees who have reached age 21 and completed 1,000 hours of service during the plan year. No employee contributions are allowed under the plan. Each year, the employer may make a discretionary profit-sharing contribution on behalf of eligible employees. No contributions were made to the plan for the years ended June 30, 2014 and 2013. The plan has a five-year vesting schedule. Massachusetts Mutual Financial Group serves as the trustee of the plan assets.

In addition, the Organization has a tax-exempt, defined contribution plan in which covers substantially all employees, except students and part-time employees who normally work less than 20 hours during the plan year. Employees may begin making elective deferrals to the plan upon hire. No employer contributions are allowed under the plan. Massachusetts Mutual Financial Group serves as the trustee of the plan assets.

#### **Earned Time Benefits**

The Organization has an accrued time plan to provide fringe benefits for its hourly employees. Under this plan, each employee earned paid leave for each pay period worked. These hours of paid leave may be used for vacations, holidays or illnesses. For covered employees, hours earned but not used vest with the employee. The Organization records the expected future cost of these benefits as they are earned.

#### **Contractual Allowances**

The Center is reimbursed for the cost of services rendered as determined through the provisions of various rate setting and reimbursement regulations established by certain third-party reimbursing agencies. The differences between the established billing rates and the amounts recoverable from third-party reimbursing agencies (contractual allowances) are accounted for as deductions from revenues.

#### **Loss from Operations**

The consolidated statements of operations and changes in net assets include loss from operations. Changes in unrestricted net assets which are excluded from loss from operations include investment income (unless losses are considered other than temporary), income from outside trusts, change in value of interest rate swap, change in value of split interest agreements, development expenses, miscellaneous income, gain from Forest Legacy easement and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

## **CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

### **Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013**

#### **Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are those whose use has been limited by donors to a specified time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained in perpetuity. Included in temporarily and permanently restricted net assets at June 30, 2014 and 2013 are \$7,034,227 and \$5,897,228, respectively, of funds held by the Foundation for the benefit of certain of its affiliates.

#### **Donor-Restricted Contributions**

Contributions are reported at fair value at the date of receipt. All gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations as net assets released due to satisfaction of donor restrictions. Restricted income and gains earned on temporarily restricted net assets are reflected in the changes in temporarily restricted net assets. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

The Organization reports gifts of furniture, fixtures and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

#### **Self-Insurance**

The Organization is fully self-insured for employee medical and dental costs. Commercial insurance has been purchased with respect to individual claims over certain dollar limits and annual aggregate claim limitations. The accrued benefits related to this plan include both claims payable and an estimated provision for claims incurred, but not yet reported.

#### **Income Taxes**

The Foundation and each affiliate have received determination letters from the Internal Revenue Service stating that they qualify for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2014 and 2013

### Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures 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.

### Reclassifications

Certain amounts in the 2013 consolidated financial statements have been reclassified to conform with the current year presentation.

### Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 21, 2014, which is the date that the consolidated financial statements were issued.

## 2. Investments

Unrestricted investments and donor-restricted investments are stated at fair value and consist of the following:

|                              | <u>2014</u>          | <u>2013</u>          |
|------------------------------|----------------------|----------------------|
| Cash and cash equivalents    | \$ 1,357,954         | \$ 402,066           |
| Corporate bonds              | 15,934,126           | 14,074,016           |
| Marketable equity securities | 6,922,790            | 12,282,509           |
| Domestic equity funds        | 10,568,195           | 4,604,134            |
| International equity funds   | 11,285,144           | 9,925,809            |
| Pooled investment fund       | <u>5,256,464</u>     | <u>4,156,294</u>     |
|                              | <u>\$ 51,324,673</u> | <u>\$ 45,444,828</u> |

Significant concentrations of investments include:

|                                            | <u>2014</u>  | <u>2013</u>  |
|--------------------------------------------|--------------|--------------|
| Pimco Fund                                 | \$ 9,948,179 | \$ 8,443,648 |
| Bartram International Fund                 | 5,927,486    | 5,664,298    |
| AQR Global Risk Premium Offshore Fund Ltd. | 5,256,464    | 4,156,294    |
| Columbia Funds Large Cap Growth            | -            | 2,692,188    |
| Mainstay Fds Tr Icap Eqty                  | -            | 2,704,746    |
| Ascend Partners Fund II, Ltd.              | -            | 2,244,472    |

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2014 and 2013

The principal components of investment income (loss) for 2014 include:

|                                                     | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>        |
|-----------------------------------------------------|---------------------|-----------------------------------|-----------------------------------|---------------------|
| Investment income (loss)                            | \$ 299,522          | \$ 572,144                        | \$ (1,075)                        | \$ 870,591          |
| Net realized gains on investments                   | 967,955             | 1,766,540                         | -                                 | 2,734,495           |
| Net change in net unrealized gain<br>on investments | 1,142,399           | 2,331,221                         | -                                 | 3,473,620           |
| Investment fees                                     | (114,557)           | (60,599)                          | -                                 | (175,156)           |
|                                                     | <u>\$ 2,295,319</u> | <u>\$ 4,609,306</u>               | <u>\$ (1,075)</u>                 | <u>\$ 6,903,550</u> |

The principal components of investment income (loss) for 2013 include:

|                                                     | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>        |
|-----------------------------------------------------|---------------------|-----------------------------------|-----------------------------------|---------------------|
| Investment income                                   | \$ 413,615          | \$ 687,769                        | \$ 1,328                          | \$ 1,102,712        |
| Net realized gains on investments                   | 436,039             | 749,582                           | -                                 | 1,185,621           |
| Net change in net unrealized gain<br>on investments | 604,484             | 1,121,037                         | -                                 | 1,725,521           |
| Investment fees                                     | (183,212)           | (82,003)                          | -                                 | (265,215)           |
|                                                     | <u>\$ 1,270,926</u> | <u>\$ 2,476,385</u>               | <u>\$ 1,328</u>                   | <u>\$ 3,748,639</u> |

Investments, in general, are exposed to various risks, such as interest rates, credit, and overall market volatility. As such, it is reasonably possible that changes could materially affect the amounts reported in the consolidated statements of financial position and consolidated statements of operations and changes in net assets. Investments are periodically reviewed for impairment to determine if such declines are other than temporary. For the years ended June 30, 2014 and 2013, the Organization determined there to be unrealized losses of \$80,895 and \$733,782, respectively. The Organization evaluated the unrealized losses on those investments for impairment and determined no unrealized losses were other than temporary.

### 3. Fair Value Measurements

FASB ASC 820, *Fair Value Measurement*, defines fair value, establishes a framework for measuring fair value in accordance with U.S. GAAP, and expands disclosures about fair value measurements.

FASB ASC 820-10-20 defines fair value as the exchange price that would be received for an asset or paid for a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820-10-20 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value.



# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2014 and 2013

**Level 1:** Quoted prices (unadjusted) or identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

**Level 2:** Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

**Level 3:** Significant unobservable inputs that reflect the Organization's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Assets and liabilities measured at fair value on a recurring basis are summarized below.

### Fair Value Measurements as of June 30, 2014

|                                          | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
|------------------------------------------|----------------|----------------|----------------|--------------|
| Investments                              |                |                |                |              |
| Money market accounts                    | \$ 1,357,954   | \$ -           | \$ -           | \$ 1,357,954 |
| Corporate bonds                          | -              | 15,934,126     | -              | 15,934,126   |
| Marketable equity securities             | 6,922,790      | -              | -              | 6,922,790    |
| Domestic equity funds                    | -              | 10,568,195     | -              | 10,568,195   |
| International equity funds               | -              | 11,285,144     | -              | 11,285,144   |
| Pooled investment fund                   | -              | 5,256,464      | -              | 5,256,464    |
| Total investments                        | 8,280,744      | 43,043,929     | -              | 51,324,673   |
| Charitable gift annuities                | -              | 344,959        | -              | 344,959      |
| Beneficial interests in perpetual trusts | -              | -              | 9,884,843      | 9,884,843    |
| Charitable gift annuity liability        | -              | 61,346         | -              | 61,346       |
| Interest rate swap                       | -              | 1,301,261      | -              | 1,301,261    |

### Fair Value Measurements as of June 30, 2013:

|                                          | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
|------------------------------------------|----------------|----------------|----------------|--------------|
| Investments                              |                |                |                |              |
| Money market accounts                    | \$ 402,066     | \$ -           | \$ -           | \$ 402,066   |
| Corporate bonds                          | -              | 14,074,016     | -              | 14,074,016   |
| Marketable equity securities             | 12,282,509     | -              | -              | 12,282,509   |
| Domestic equity funds                    | -              | 4,604,134      | -              | 4,604,134    |
| International equity funds               | -              | 9,925,809      | -              | 9,925,809    |
| Pooled investment funds                  | -              | 4,156,294      | -              | 4,156,294    |
| Total investments                        | 12,684,575     | 32,760,253     | -              | 45,444,828   |
| Charitable gift annuities                | -              | 308,430        | -              | 308,430      |
| Beneficial interests in perpetual trusts | -              | -              | 8,814,670      | 8,814,670    |
| Charitable gift annuity liability        | -              | 72,431         | -              | 72,431       |
| Interest rate swap                       | -              | 1,312,121      | -              | 1,312,121    |

## CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

### Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Changes in fair value of assets measured on a recurring basis using significant unobservable inputs (Level 3) are comprised of the following for the year ended June 30,:

|                                | <u>2014</u>         | <u>2013</u>         |
|--------------------------------|---------------------|---------------------|
| Fair value, beginning of year  | \$ 8,814,670        | \$ 8,114,104        |
| Net appreciation in fair value | <u>1,070,173</u>    | <u>700,566</u>      |
| Fair value, end of year        | <u>\$ 9,884,843</u> | <u>\$ 8,814,670</u> |

The fair value of financial instruments is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. However, in certain instances, there are no quoted market prices for the Organization's various financial instruments. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments and charitable gift annuities, and the income approach for the interest rate swap. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

Because the Organization will never receive the assets held in the perpetual trusts, the beneficial interest in the perpetual trusts has been categorized as a Level 3 measurement. The fair value of the perpetual trusts is based on an estimate of the Organization's portion of the fair value of the underlying securities and the level of uncertainty related to changes in their value. It is at least reasonably possible that changes in risks in the near term would materially affect the amounts reported in the consolidated statements of financial position and consolidated statements of operations and changes in net assets.

#### 4. Line of Credit Agreement

As of June 30, 2014 and 2013, the Center had available a \$2,000,000 line of credit with a bank, maturing February 28, 2015. Interest accrues on the line at an adjustable rate equal to 2.50% above the One Month LIBOR; however, at no time shall the rate be less than 3.00% percent. The interest rate at June 30, 2014 and 2013 was 3.00%. The balance outstanding under the line of credit arrangement at June 30, 2014 and 2013 was \$1,500,000 and \$1,560,000, respectively. The line of credit is collateralized by substantially all assets of the Center. The line of credit agreement contains certain covenant requirements related to the Center's financial position and operating results. The Center was in compliance with these requirements as of June 30, 2014 and 2013.

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2014 and 2013

### 5. Long-Term Debt

Long-term debt consists of the following:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <u>2014</u>         | <u>2013</u>         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| New Hampshire Health and Education Facilities Authority (NHHEFA) Series 2010 revenue bonds; interest payable monthly at a variable rate, plus principal, on the first of each month; matures December 1, 2030.                                                                                                                                                                                                                                                                          | \$27,554,472        | \$28,291,986        |
| State of New Hampshire State Revolving Fund Loan; principal and interest payable in annual installments ending March 2030; interest rate determined annually based on the lower of 3.744% or 80% of the established 11 General Obligation Bond Index published the first week of the month of October before the payment date (2.86% at June 30, 2014). The note is collateralized by an interest in real property located in Greenfield, New Hampshire and other security instruments. | 3,609,143           | 3,757,372           |
| 9.25% mortgage loan to HUD, principal and interest of \$8,266 payable monthly, due January 2023. The note is collateralized by real estate.                                                                                                                                                                                                                                                                                                                                             | 586,070             | 628,871             |
| Various vehicles or equipment loans with maturity dates ranging from 2014 through 2019 and rates between 0% and 6.10%.                                                                                                                                                                                                                                                                                                                                                                  | <u>263,439</u>      | <u>205,127</u>      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 32,013,124          | 32,883,356          |
| Less current portion                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <u>1,062,300</u>    | <u>1,027,700</u>    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <u>\$30,950,824</u> | <u>\$31,855,656</u> |

Aggregate annual principal payments required under the various loan agreements are as follows:

|            |              |
|------------|--------------|
| 2015       | \$ 1,062,300 |
| 2016       | 1,081,300    |
| 2017       | 1,113,700    |
| 2018       | 1,158,700    |
| 2019       | 1,224,800    |
| Thereafter | 26,372,324   |

The NHHEFA Series 2010 revenue bonds consist of \$30,000,000 tax-exempt, variable rate revenue bonds due in monthly principal payments, which increase on an annual basis, ranging from \$57,227 in 2012 to \$126,988 in 2030, with a final balloon payment of \$9,423,544 due at maturity on December 1, 2030. The variable interest rate at June 30, 2014 and 2013 was 2.10% and 2.13%, respectively.

## **CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

### **Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013**

On November 30, 2010, the Center entered into an interest rate swap agreement, which effectively fixes the interest rate on the new bond agreement at 4.145%. As of June 30, 2014 and 2013, the Center recorded a liability of \$1,301,261 and \$1,312,121, respectively, in the statements of financial position related to the interest rate swap agreements. As of June 30, 2014 and 2013, the variable interest rate applicable to the interest rate swap matched the variable interest rate of the Series 2010 bonds. Gains of \$10,861 and \$1,085,701 were recorded during 2014 and 2013, respectively, in the statements of operations representing the change in fair value of the interest rate swap during the periods. The counterparty to the interest rate swap agreement is a major financial institution which also participates in the Center's bank credit facilities. The Center is exposed to credit risk equal to the net amount receivable under the swap agreement, not the notional amount, in the event of nonperformance of the counterparty. Credit loss from the counterparty nonperformance is not anticipated. The notional amounts of the swap agreement were \$27,554,472 and \$28,291,986 at June 30, 2014 and 2013, respectively. The notional value declines in amounts which match the reduction of the outstanding bonds.

The Foundation has guaranteed certain debt of the Center aggregating \$27,554,472 and \$28,291,986 as of June 30, 2014 and 2013, respectively, through a pledge of gross receipts and an assignment of certain unrestricted investments.

The Center and its affiliates, including the Foundation, are required, on a consolidated basis, to comply with certain financial and nonfinancial debt covenants related to its bonds payable. The Center and its affiliates were in compliance with these requirements as of June 30, 2014 and 2013.

#### **6. Capital Advances**

HUD, subject to the terms of mortgage agreements, has made advances to certain of the Foundation's affiliates through capital advance grants under Section 811 of the National Affordable Housing Act (Section 811) in an aggregate amount of \$4,729,400 at June 30, 2014 and 2013. The capital advances bear no interest and are not required to be repaid so long as the housing remains available to eligible, low income households for the elderly or permanently disabled for a period of 40 years, through July 2037, in accordance with the guidelines under Section 811. The capital advances are also collateralized by mortgages on the related properties. Failure to keep the housing available to low income households for the elderly or permanently disabled would result in HUD's billing the Organization for the entire capital advance outstanding plus interest since the date of the first advance.

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2014 and 2013

### 7. Room and Board, Tuition and Special Services Revenue

The Center charges its patients for room and board, tuition and other special services. Certain charges are discounted to the estimated net realizable amounts expected to be received from patients and third-party reimbursing agencies. Net room and board, tuition and special services revenue of the Center for the years ended June 30, 2014 and 2013 is comprised as follows:

|                                                                | <u>2014</u>         | <u>2013</u>         |
|----------------------------------------------------------------|---------------------|---------------------|
| Room and board                                                 | \$27,274,217        | \$27,852,841        |
| Tuition                                                        | 10,699,298          | 10,056,700          |
| Special services                                               | 4,256,818           | 3,813,848           |
| Less: Provisions for bad debts                                 | <u>-</u>            | <u>(730,365)</u>    |
|                                                                | 42,230,333          | 40,993,024          |
| Less contractual allowances and provision<br>for free services | <u>(767,268)</u>    | <u>(426,343)</u>    |
|                                                                | <u>\$41,463,065</u> | <u>\$40,566,681</u> |

### 8. Volume of Business Concentration

The Center's operations depend heavily on certain contracts with federal and state governmental agencies and municipal school systems. Changes in reimbursement methodology could have a significant impact on the Center's operations. Credit is extended without collateral.

Gross revenue by payor is as follows:

|                          | <u>2014</u>  | <u>2013</u>  |
|--------------------------|--------------|--------------|
| Medicaid/Medicare        | 21 %         | 20 %         |
| Municipal school systems | 49           | 48           |
| Other third-parties      | 3            | 5            |
| Private pay              | 2            | 4            |
| Other                    | <u>25</u>    | <u>23</u>    |
|                          | <u>100 %</u> | <u>100 %</u> |

## CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

### Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Accounts receivable is comprised of the following:

|                          | <u>2014</u>  | <u>2013</u>  |
|--------------------------|--------------|--------------|
| Medicaid/Medicare        | 33 %         | 43 %         |
| Municipal school systems | 36           | 27           |
| Other third-parties      | 1            | 6            |
| Private pay              | 7            | 7            |
| Other                    | <u>23</u>    | <u>17</u>    |
|                          | <u>100 %</u> | <u>100 %</u> |

#### 9. Commitments and Contingencies

##### Medical Malpractice Insurance

The Organization maintains medical malpractice insurance coverage on a claims-made basis. The Organization is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. GAAP require the Organization to accrue the ultimate cost of malpractice claims when the incident that gives rise to claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Organization has evaluated its exposure to losses arising from potential claims and determined no such accrual is necessary at June 30, 2014. The Organization intends to renew coverage on a claims made basis and anticipates that such coverage will be available in future periods.

##### Health and Dental Benefits

The Organization sponsors a health and dental benefit plan for its employees and the employees of its affiliates. The plan is primarily self-insured; however, the Foundation maintains a re-insurance policy for coverage of annual claims in excess of \$100,000 per individual with aggregate coverage at a minimum attachment point of approximately \$6.7 million. The aggregate is calculated based upon expected claims which varies depending upon enrollment. At June 30, 2014 and 2013, the Foundation has accrued estimated losses on incurred but not reported claims of approximately \$412,000 and \$300,000. Total expense under the plan was approximately \$4.3 million and \$4.0 million in 2014 and 2013, respectively.

##### Litigation

The Organization is involved in litigation and regulatory investigations arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Foundation's future financial position or results of operations.

# **CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

## **Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013**

### **10. Volunteer Services (unaudited)**

Total volunteer service hours received by the Center in 2014 and 2013 were approximately 7,700 and 3,800, respectively. The volunteers provide various services to the Center, none of which have been recognized as revenue or expense in the statements of operations.

### **11. Nursing Facility Quality Assessment Tax**

The New Hampshire Legislature enacted a quality assessment tax on revenues derived from nursing care services. The tax rate in effect at June 30, 2014 and 2013 was 5.5%. The total tax assessed for the Center was \$546,485 and \$592,410 for the years ended June 30, 2014 and 2013, respectively.

### **12. Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes:

|                                 | <u>2014</u>         | <u>2013</u>         |
|---------------------------------|---------------------|---------------------|
| Program support                 | \$20,952,949        | \$17,556,382        |
| Sunnyfield Farm                 | 401,861             | 322,112             |
| Accessible recreation trail     | 155,986             | 142,321             |
| Center for excellence           | 13,832              | 830                 |
| James E. Chandler swimming pool | 130,046             | 122,081             |
| Affordable housing planning     | 92,128              | 86,602              |
| Strategic planning              | 348,537             | 327,632             |
| Support for New England natives | 383,026             | 296,059             |
| Arts and crafts program         | 279,822             | 232,440             |
| Capital acquisitions            | <u>5,625,494</u>    | <u>4,611,573</u>    |
|                                 | <u>\$28,383,681</u> | <u>\$23,698,032</u> |

Income on permanently restricted net assets is available for the following purposes:

|                                 | <u>2014</u>         | <u>2013</u>         |
|---------------------------------|---------------------|---------------------|
| Capital expenditures            | \$ 829,379          | \$ 829,379          |
| Program support                 | 16,222,040          | 15,154,053          |
| Support for New England natives | 275,542             | 274,431             |
| Arts and crafts program         | 219,459             | 74,459              |
| Medical director                | <u>500,000</u>      | <u>500,000</u>      |
|                                 | <u>\$18,046,420</u> | <u>\$16,832,322</u> |

## **CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES**

### **Notes to Consolidated Financial Statements**

**June 30, 2014 and 2013**

#### **13. Endowment**

The Foundation's endowment consists of 16 individual funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

##### **Interpretation of Relevant Law**

The Foundation has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) which became effective July 1, 2008, as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation classifies as permanently restricted net assets (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets contributed value, that excess is available for appropriation and, therefore, classified as temporarily restricted net assets until appropriated by the Board for expenditure. Funds designated by the Board of Directors to function as endowments are classified as unrestricted net assets.

In accordance with the Act, the Foundation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the organization and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the organization
- (7) The investment policies of the organization.

##### **Spending Policy**

The Foundation has a policy of appropriating a fixed distribution each year as approved by the Board of Directors. In establishing this policy, the Foundation considered the long-term expected return on its endowment. This is consistent with the Foundation's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment.



# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2014 and 2013

### Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Foundation to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2014 and 2013.

### Return Objectives and Risk Parameters

The Foundation has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Foundation must hold in perpetuity or for a donor-specified period as well as board-designated funds. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

### Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Foundation targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

### Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows:

|                                                       | June 30, 2014       |                               |                               | <u>Total</u>        |
|-------------------------------------------------------|---------------------|-------------------------------|-------------------------------|---------------------|
|                                                       | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> |                     |
| Donor-restricted and board-designated endowment funds | \$ <u>-</u>         | <u>\$25,672,896</u>           | <u>\$ 8,161,578</u>           | <u>\$33,834,474</u> |

|                                                       | June 30, 2013       |                               |                               | <u>Total</u>        |
|-------------------------------------------------------|---------------------|-------------------------------|-------------------------------|---------------------|
|                                                       | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> |                     |
| Donor-restricted and board-designated endowment funds | \$ <u>-</u>         | <u>\$21,492,568</u>           | <u>\$ 8,017,653</u>           | <u>\$29,510,221</u> |

# CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

## Notes to Consolidated Financial Statements

June 30, 2014 and 2013

The Organization had the following endowment related activities for the years ended June 30, 2014 and 2013, respectively.

|                                                       | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>         |
|-------------------------------------------------------|---------------------|-----------------------------------|-----------------------------------|----------------------|
| Endowment net assets, June 30, 2013                   | \$ -                | \$21,492,568                      | \$ 8,017,653                      | \$29,510,221         |
| Investment return:                                    |                     |                                   |                                   |                      |
| Investment income                                     | -                   | 516,125                           | (1,075)                           | 515,050              |
| Net appreciation<br>(realized and unrealized)         | <u>-</u>            | <u>4,018,504</u>                  | <u>-</u>                          | <u>4,018,504</u>     |
| Total investment return                               | -                   | 4,534,629                         | (1,075)                           | 4,533,554            |
| Contributions/transfers                               | -                   | 2,186                             | 145,000                           | 147,186              |
| Appropriation of endowment assets for<br>expenditures | <u>-</u>            | <u>(356,487)</u>                  | <u>-</u>                          | <u>(356,487)</u>     |
| Endowment net assets, June 30, 2014                   | \$ <u>-</u>         | \$ <u>25,672,896</u>              | \$ <u>8,161,578</u>               | \$ <u>33,834,474</u> |
|                                                       | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>         |
| Endowment net assets, July 1, 2012                    | \$ 500,219          | \$19,159,875                      | \$ 8,008,633                      | \$27,668,727         |
| Investment return:                                    |                     |                                   |                                   |                      |
| Investment income                                     | 96                  | 610,249                           | 1,328                             | 611,673              |
| Net appreciation<br>(realized and unrealized)         | <u>-</u>            | <u>1,822,902</u>                  | <u>-</u>                          | <u>1,822,902</u>     |
| Total investment return                               | 96                  | 2,433,151                         | 1,328                             | 2,434,575            |
| Contributions/transfers                               | -                   | 2,309                             | 7,692                             | 10,001               |
| Appropriation of endowment assets for<br>expenditures | <u>(500,315)</u>    | <u>(102,767)</u>                  | <u>-</u>                          | <u>(603,082)</u>     |
| Endowment net assets, June 30, 2013                   | \$ <u>-</u>         | \$ <u>21,492,568</u>              | \$ <u>8,017,653</u>               | \$ <u>29,510,221</u> |

The Foundation also has beneficial interests in perpetual trusts which are administered by a third-party and are not included in this endowment table. The value of the trusts as of June 30, 2014 and 2013 is \$9,884,843 and \$8,814,670, respectively.

## CROTCHED MOUNTAIN FOUNDATION AND AFFILIATES

### Notes to Consolidated Financial Statements

June 30, 2014 and 2013

#### 14. Functional Expenses

The Organization primarily provides educational, residential or rehabilitative care and care management services to physically and developmentally challenged children and adults. Functional expenses related to providing these services are as follows:

|                            | <u>2014</u>         | <u>2013</u>         |
|----------------------------|---------------------|---------------------|
| Program services           | \$49,003,108        | \$48,215,879        |
| General and administrative | <u>6,938,685</u>    | <u>6,972,136</u>    |
|                            | 55,941,793          | 55,188,015          |
| Development                | <u>678,761</u>      | <u>567,699</u>      |
|                            | <u>\$56,620,554</u> | <u>\$55,755,714</u> |

#### 15. Housing Assistance Payments Contract

Subsidy rental payments are received from HUD on a monthly basis under a Housing Assistance Payments Contract. The Organization is subject to operating and accounting procedures as prescribed by HUD and outlined in a Regulatory Agreement, including required deposits to restricted reserves and operating escrows.

#### 16. Cash Flow Information

Supplementary cash flow and noncash activity information is as follows:

|                                                       | <u>2014</u>         | <u>2013</u>         |
|-------------------------------------------------------|---------------------|---------------------|
| Acquisition of equipment through long-term borrowings | \$ <u>156,010</u>   | \$ <u>138,989</u>   |
| Cash paid during the year for interest                | \$ <u>1,427,486</u> | \$ <u>1,458,605</u> |

#### 17. Forest Legacy Easement

On September 20, 2012 the Organization granted a conservation easement on 1,260 acres of land, owned by the Organization, to the State of New Hampshire in exchange for approximately \$2 million in unrestricted cash. The conservation easement allows the general public to use the land for recreation. The net gain recognized in 2013 was \$1,870,371.



OFFERING A LIFELONG ALLIANCE TO PEOPLE  
**CROTCHED MOUNTAIN** WITH DISABILITIES

**Crotched Mountain Foundation  
Board of Directors 2014 - 2015**

Charles H. Baldwin  
Baldwin & Clarke, Inc.

David H. Barnes  
Devine, Millimet & Branch

Benjamin F. Gayman, Esq.  
Devine Millimet & Branch

Deanna S. Howard  
Dartmouth Hitchcock Medical Ctr.

Leslie Kenney

Bruce King  
New London Hospital

James C. Piet

Susan Reeves  
Colby Sawyer College

Donald L. Shumway  
Crotched Mountain Foundation

Nancy VanVranken, M.D,

James W. Varnum

Cynthia Yuknewicz

dhd 2.17.15

---

**MARGARET A. LINS**

**PROFESSIONAL WORK EXPERIENCE:**

**September 1998 – Present: Crotched Mountain, 1361 Elm Street, Manchester, NH**

**Position – Vice President Senior Services and Community Health**

Overall responsibility of operations for Crotched Mountain Community Care (CMCC), a care management program for the elderly and chronically ill adults. This program offers care coordination and monitoring to maintain independence in the community and avoid nursing home placement.

Assure that all programs and services are operated in compliance with applicable state and federal regulations, and that the services offered to consumers meet the highest quality standards promulgated by the licensing authorities.

Accountable for the operating budget of CMCC. Development of short and long range planning goals relative to CMCC growth objectives, program enhancements and other issues relating to the integrity of the services offered.

**December 1994 – September 1998: Crotched Mountain Community Care**

**30 Maplewood Ave., Portsmouth, NH**

**Position – Program Director**

Planned, organized and administered the case management function of the Home and Community Based Care Program for the Elderly and Chronically Ill (HCBC-ECI) in the greater Rockingham County region. Assured compliance with all state and federal rules and regulations involved with this waiver program. Developed and implemented procedures and practices that assure compliance with the corporate philosophy, policies, operational procedures, action plans, and performance mandates, monitoring compliance and implementing necessary corrections.

Supervised nine staff consisting of RN's, MSW's and support staff. Reviewing with them the development of individual plans of care and implementation for the clients served. These plans were developed considering the current life situation of the client including medical, social, spiritual and material areas.

**January 1994 – January 1999: Clipper Nursing Home of Portsmouth**

**Position: per Diem staff RN**

Covered a unit of the facility passing medication and overseeing direct care by Certified Nursing Assistants to 64 residents. Worked, on average, one shift per week during this time period.

## **Lisa A. Morin**

---

### **RELATED EXPERIENCE:**

#### **Resource Center Specialist/Case Manager**

*August 2014 – December 2014*

*Servicelink Resource Center/Community Partners, Rochester, NH*

- Provided information and referral linkage to consumers contacting the agency call center for social service and mental health providers, as well as referrals for respite or long term care information
- Counseled clients in identifying, understanding and applying for Medicare, Medigap and Medicaid benefits, including Medicare Savings Programs
- Provided targeted case management services including needs assessments, service planning, resource linkage and referral monitoring for an active case load of Community Partners clients
- Maintained accurate written documentation and complied with all state and federal regulations as well as agency policies and procedures regarding information reporting

#### **Care Manager/Clinician (Per Diem)**

*May 2014-June 2014*

#### **Clinical Care Management Intern**

*September 2013 – April 2014*

*Havenwood Heritage Heights, Concord, NH*

- Provided social services to residents in Health Services Center programs, including care, discharge and transfer planning, in collaboration with the interdisciplinary team
- Assessed residents for psycho-social needs to advocate for appropriate level of living and support services within the continuum of care model that fostered residents' well-being and empowerment
- Offered supportive counseling to residents and their families to enhance physical, emotional, spiritual and social development
- Provided information on financial and community resources and assisted residents in understanding and completing advanced directives
- Demonstrated comprehensive knowledge of Medicare, Medicaid and other programs to determine access strategies for care
- Earned per diem employment opportunity based on internship performance

#### **Resident Case Management Intern/Aftercare Coordinator**

*September 2012 – April 2013*

*New Generation, Inc. Greenland, NH*

- Provided case management services to resident pregnant and mothering women, including referrals to community resources, transportation, life-skills coaching and advocacy
- Offered supportive counseling re: resident's physical, emotional, spiritual and social development
- Assisted residents with identifying educational and vocational objectives in order to enhance greater self-sufficiency
- Taught parenting and life-management skills on an informal basis
- Conducted home visits to assist former residents in maintaining housing and to address other issues currently experienced by the household

## **PROFESSIONAL EXPERIENCE**

### **Library Director**

*January 2001 – August 2011*

*Lee Public Library, Lee, NH*

- Excelled in program and organizational planning to meet the informational, educational and cultural needs of a diverse service population
- Facilitated all library operations and services per professionally accepted practices and procedures, including staffing, budgeting, programming, public relations, reference services, long-range planning and facility maintenance
- Demonstrated strong management skills in accordance with the policies and directives of the Board of Trustees
- Developed and maintained strong support and alliances with other municipal departments and community organizations.

## **EDUCATION**

- **Master of Social Work** *May 2014*  
University of New Hampshire, Durham, NH

**Library Techniques Certificate Program** *May 1999*  
College for Lifelong Learning (now Granite State College), Durham, NH

**Bachelor of Arts in French and Political Science, with Highest Distinction** *May 1985*  
University of Maine, Orono, ME

## **VOLUNTEER EXPERIENCE**

### **State Health Insurance Assistance Program (SHIP)**

*September 2011 – July 2013*

*Servicelink Resource Center*

- Assisted clients in identifying and understanding Medicare programs and plans.

### **Adult Day Out Activities Volunteer**

*September 2011 – August 2012*

*Rochester District Visiting Nurse Association (now Cornerstone VNA)*

- Engaged participants in a variety of activities and programs

## **COMPUTER SKILLS**

- Familiarity with Refer 7, New Heights and Clinician's Desktop (CDT) software and MS Office.

## **LINDA S. WESTINGHOUSE**

**OBJECTIVE:** To become a Long Term Support Counselor for Rockingham ServiceLink. To assist individuals and family members in search of resources for chronic illness or disabilities. To make appropriate referrals for services and consult families to find ways of providing care to those in need.

### **PROFESSIONAL CAPABILITIES:**

---

- BS in Health Care Management
- Human Resources minor degree
- Outreach Coordinator
- Project Management Experience
- Strong organizational/communication skills
- Healthcare Data Analyst
- Strong computer and analytical skills

### **WORK EXPERIENCE:**

---

**Goodwin Community Health Center**, Somersworth, NH, current employer, Certified Application Consultant, Outreach and Enrollment specialist. Large health care clinic affiliated with Wentworth Douglas Hospital. Certified as a CAC. Marketing and development of enrollment in Healthcare.gov marketplace, Medicare, Medicaid, CHIP and sliding scale insurance. Also a Data Analyst, performing clinical/process/finance comparatives which can lead to improving health outcomes while lowering clinic cost per patient.

**Families First**, Portsmouth, NH, 2012, Internship with Executive Director, Helen Taft and Wanda McDonough, Director of HR. Health care clinic that serves over 5,000 regardless of their ability to pay. Operational oversight involvement in dashboard review with staff and management. Rewrote the employee handbook for HR.

**Wende Pediatrics**, Kittery, ME, 2009, Office Manager/front desk position when their Office Manager left unexpectedly. Billing, record updating, insurance updates and MaineCare.

**Haworth, Inc.**, Holland, MI, 1984-1997

Market Manager covering NH, ME and VT territory for major manufacturer of office systems, seating, free-standing, accessories, Boston, MA, 1990-1997. Responsibilities included distribution, sales reporting, forecasting, and business development. Consistently met and exceeded quotas. \*Received award for most sales of



*Rinda Wieringhouse*  
*Pg. 2*

specialized product segment. Performed some HR related work to staff new distribution channels.

Senior Seating Specialist, Boston, MA, 1988-1990. Territory included all of New England; clients included Garnet Hill and Blue Cross/Blue Shield. Quota and Customer service provided included ergonomic education/training of employees. Award: Won "Specialist of the Year" award, 1989.

Senior Architecture and Design Representative, Philadelphia, PA, 1986-1988.  
Architecture and Design Representative, Rochester, NY, 1984-1986. Presented products, organized corporate events, and developed marketing programs, met regularly with counterparts from other regions to develop and implement consistent marketing strategies.

#### EDUCATION:

---

**BS Health Care Management**, minor: **Human Resources**, Granite State College, NH – Alpha Sigma Lambda, graduated summa cum laude.  
State University of New York, Buffalo, NY- Fine Arts Coursework

*Personal achievements include finishing both the Boston and NYC Marathons. Experienced in building long term business relationships using organizational skills to implement short term and long range goals. Proficient in Microsoft word, excel, data base management and power point. Well versed with statistical analysis.*

**References available upon request**

## ***Karen L. Bowker***

---

### ***Qualifications:***

- Strong written/verbal communication and organizational skills
- Enjoy working with the public
- Adept at providing timely and accurate customer service and resolving complaints
- Work well independently and in team efforts
- Conscientious – Dependable – Strong work ethic

### ***Professional Experience:***

- 2014 –           **Homemaker Health Services, Rochester, NH**  
                    Clerical Assistant/Receptionist (part-time)
- 2007 - 2012      **Crotched Mountain Community Care, Portsmouth, NH**  
                    Administrative Assistant (part-time)
- Handled Medicaid billing for 800+ clients/Telephones/Office Support
  - Coordinated 3 client charity projects with Sun Life Financial
- 2000 - 2007      **Sun Life Financial, Portsmouth, NH**  
                    Office Manager/Administrative Assistant
- Managed mailing/shipping operations & business machine maintenance
  - Processed invoices
  - Designed/updated record keeping forms
  - Ordered supplies/stationery
  - Organized 2 office moves and multiple off-site functions
  - Served as onsite contact for building/maintenance/security/construction project issues
  - Winner of Sun Award and multiple Star Awards
- 1987 - 2000      **Liberty Mutual Insurance Co., Dover, NH**  
                    Claims Case Manager (1997 – 2007)
- Processed Short Term and Long Term Disability claims
- Senior Service Representative (1987 – 1997)
- Provided quality customer service & counseled customers on personal insurance needs
  - Sold policies to walk-in customers and handled telephone sales & service requests
  - Trained new employees
  - 1996 Service Excellence Sales Employee of the Year, multiple Significant Achievement Awards, Pacesetter Award, Most Valuable Player Award

### ***Education:***

University of New Hampshire, Durham, NH  
BA Social Work (magna cum laude)  
Member Pi Gamma Mu (Social Science Honor Society)

## **Stephanie Stevens**

**Objective: Professional with BA in English, as well as a strong technical background, management and non-profit experience, seeks stimulating and challenging position with other people who enjoy their work.**

**Sexual Assault Support Services, Portsmouth, NH**  
Office/Operations Manager, part-time

**April 2013 - Present**

Manage daily operations of a non-profit crisis center with 24-hour crisis line & in-person advocate availability, and violence prevention education programs for students in Rockingham and Strafford Counties.

- Database management: donor database, outreach database, client service database, Quickbooks
- Grants Management, including preparation & follow-up for annual audit; fulfilling town, county, state, and federal funding solicitation and reporting requirements.
- HR management: hiring, benefits administration, liability, WC, D&O, as well as event-specific
- IT contract negotiations, troubleshooting, setup, and management, (including phone system)
- Administrative support to the Executive Director

**Back Creek Forest Products, LLC., Nottingham, NH**  
Co-owner

**March 2008 - Present**

Support daily operations of a family-owned low-impact logging and log buying operation.

- Develop marketing materials, including website, signage, brochures, flyers, industry publication ads, and direct communications
- Develop and maintain databases from which we track sales, execute direct mailing and emailing campaigns, and record and maintain records of prospect, client and end-user information and communications.

**Hawthorn Publications, Portsmouth, NH**  
Sales Manager

**April 2006 – March 2007**

Direct the entire process of bringing custom publications for high-end venues from conception to press and finally to distribution.

- Contact the preferred professional of the clients' venue and solicit advertising contracts from them, to be featured in the venue's custom marketing publications.
- Serve as project manager as the design team creates the first, second and third proofs. Hawthorn creates the ads as well as the venue-specific marketing materials.
- Ensure that venue is using the product appropriately and consistently, and reporting to participating vendors.

**Chameleon Group, Portsmouth, NH**  
Sales Manager

**June 2005 – February 2006**

Manage a team at an outsource inside-sales company which specializes in lead generation, service contract renewals, and inbound sales calls.

- Develop and support client relationships by daily interaction, weekly conference calls, scheduled and ad-hoc reporting of opportunities which are approved, edited, and routed to the marketing department, field directors, and channel managers of our clients.
- Direct a team of 15 full time employees, managing time off, issue resolution, hiring decisions, and performance reviews.
- Participate in daily management meetings to strategize personnel matters, account management, and new business development.
- Devised and implemented company wide reporting processes, and created and deployed databases, such as Personnel, Time Cards, and multiple project-specific databases.
- Mentor team members so that they consistently improve and develop in their roles, increasing production as well as their value to the company, as well as preparing them for the 'next step' in their careers.

**Marketing Management Analytics (MMA), Wilton, CT**  
Contract position - Project Director, Client Services Implementation

**May 2004-December 2004**

Communicate technical resolutions and management issues to clients of marketing and analysis company with \$50 million in annual sales.

## **Stephanie Stevens**

- Manage custom trade promotion software for CPG clients through daily client contact, issue resolution, product upgrades/hierarchy changes, observing the unique business rules of individual clients.
- Coordinate activities of internal team to support the development of automation of template driven report generation, and create process documentation for internal and client use. Communicate parameters of new projects to team.
- Facilitate communication between internal team members consisting of software engineers, data experts, and project directors, including but not limited to IT, data, business, and human issue resolution.
- Communicate with client teams via meetings, conference calls, and off-site project work.

**Creative AIM, Southport, CT**  
**Senior MIS Manager**

**Sept 1999-Dec 2003**

Directed the technical operations of \$15 million national advertising firm.

- Directed Tech Consultants, IT and Data Staff - Hired and directed productive team of 5, as well as all retained tech/data consultants.
- Devised and implemented all company technical and data processes.
- Developed analytical reports to support over 30 promotions. Presented analytical insights and strategic discussion to a roster of Fortune 500 clients.
- Strategically developed and executed telemarketing campaigns for major foodservice/beverage clients in various business channels.
- Created custom databases - internal new business, personnel and research tools, as well as external custom solutions for individual promotional campaigns.

**Yale University, New Haven, CT**

**June 1998-Sept 1999**

**Research/Financial Analyst, Corporate & Foundation Relations, Office of Development**

Communicated key policies of grant management to a wide range of research departments within the University.

- Generated gift-and-grant status reports for the Director and VP, interpreted and integrated financial data and reports from other University departments, and reported on comparisons of Yale's income to those of other universities.
- Directed the coordination of reporting laws, university rules, and donor requirements with the recipient departments, documenting and archiving reports for the university and supplying reports to the corporation or foundation.

**Recruiter Relations (Yale School of Management, Career Development Office)**

Maintained ongoing communication with numerous Fortune 500 companies regarding Yale's School of Management

- Managed extremely competitive, modified lottery-style recruitment of Fortune 500's who presented to, interviewed, and hired MBA students. Approved accounts payable and receivable for associated hospitality.
- Directed student hosts. Initiated stewardship activities to acknowledge and maintain healthy recruiter relationships. Maintained records of recruiters, events, and interviews.

### **Education**

**BA, English, University of New Hampshire, Durham**

**Class of 1997**

### **Skills and Abilities**

**Technical:** FileMaker Pro, MS Office Suite (Word, Excel, PowerPoint), MS Project, Vision, Nitro, Mac (Classic and OS X) and Windows platforms, SQL (Access and Win SQL), XML, Benefactor, Banner, BrioQuery, FoxPro, Leadmaster, Salesforce, Quickbooks, LGL, GiftWorks

**Client service:** Excellent writing and public speaking skills. Attentive listener who enjoys people, teaching and learning.

## **Laurie Kelly**

### **EDUCATION**

**Northeastern University Boston Bouve School of Education**

*Bachelor of Science in Health Education*

Currently working on Masters in Pastoral Theology at Saint Joseph's College

### **LICENSURE**

Current Social worker License #LS4650

### **WORK EXPERIENCE**

#### **ServiceLink**

**Atkinson, NH**

**May 2014 to present**

##### ***Options Counselor***

- Performs comprehensive needs assessments, including mental, physical, functional, and environmental to determine appropriate referrals
- Develop preliminary care plans, long term support counseling along with research and follow up.
- Provide clinical eligibility counseling and financial prescreening for State and Federal Programs.
- Provide Respite assessments for people who care for other individuals as well as service plan coordination and counseling
- Make appropriate referrals to agencies and resources to services in Rockingham County
- State Health Insurance Program Certified Counselor (SHIP).
- Certified Powerful Tools for Caregivers Trainer
- Trained in Methods, Models and Tools to better assess client needs.

#### **Saint Joseph's Nursing Center**

**Portland, ME**

##### ***Pastoral Care Assistant***

**February 2011 to November 2013**

- Responsible for conducting initial spiritual assessments and regular documentation of all residents placed in nursing facility including skilled, assisted living and residential beds
- Provided social and emotional guidance to residents on a regular basis regarding issues of family dynamics and separation from loved ones as well as placement issues and long term planning
- Served needs of family members dealing with loss through networking and connecting to appropriate services
- Provided workshops and retreats regularly
- Established positive working relationships with all members of the health care team especially nursing as well as families and volunteers
- Offered emotional support to dying residents and their families providing them with individual attention
- Offered group sessions to residents on Alzheimer's unit as well as individual visits

#### **Catholic Parishes of South Portland**

**South Portland, ME**

##### ***Director of Faith Formation***

**April 2005 to January 2011**

- Retained volunteers through quarterly gatherings which included hands on fun interactive activities which sparked more creative outcomes
- Increased number of teachers by 20% in the first year by creatively instructing and role modeling classroom styles while improving personal confidence
- Created, organized and taught monthly dynamic workshops for 2nd graders and their families for both parishes and Holy Cross School
- Created parish Pre-school program utilizing appropriate resources and training fun high energy people
- Established, grew and taught Middle School students Faith Formation program utilizing appropriate resources and talented volunteers through engaging service projects and social opportunities for Middle School students to engage in good works in the community

*Laurie Kelly MSW-2*

- Developed and implemented a High School Faith Formation program by recruiting and sustaining a creative and engaging team and offering social and community service activities to students
- Curriculum development and program planning for grades Pre-School to High School

**Winchester Nursing Home**

Winchester, MA

*Director of Social Services*

1988 to 1992

- Performed psychosocial assessments for residents which determined the psychological and emotional needs of person and designed a care plan to meet those needs
- Participant in interdisciplinary team meetings which focused on quality of care for residents with specific emphasis of emotional needs of resident
- Advocated for residents and families especially assisting residents with end of life issues and providing family members compassionate listening and alternative care options
- Leader of support groups for staff and families which provided them a way to reduce stress
- Trainer of nursing assistants with an emphasis on resident dignity and respect
- Worked directly with community resources to assist families and residents with appropriate services for discharge planning
- Helped to enhance the quality of life for residents in the nursing facility by being an active and conscious member of the staff and acknowledging the utmost importance of quality of life through team building and awareness

**Minuteman Home Care**

Lexington, MA

*Case Manager*

1984 to 1988

- Responsible for a caseload of clients on an ongoing basis to provide necessary home care services
- Completed psychosocial assessments and quarterly updates of all clients to insure effective care plan
- Devised care plans and implemented home care services to help elders stay at home with comfort and appropriate services
- Participant in elder abuse hot line program on a rotating basis

Involved in several committees that gathered to enhance the services provided to the elder

**CONTRACTOR NAME – Crotched Mountain**

Key Personnel

| Name          | Job Title                   | Salary   | % Paid from this Contract | Amount Paid from this Contract |
|---------------|-----------------------------|----------|---------------------------|--------------------------------|
| Margaret Lins | Vice Pres of Community Care | \$87,500 | 0                         | 0                              |
|               |                             |          |                           |                                |
|               |                             |          |                           |                                |
|               |                             |          |                           |                                |
|               |                             |          |                           |                                |



State of New Hampshire  
Department of Health and Human Services  
**Amendment #1 to the Crotched Mountain Community Care, Inc. Contract**

This 1<sup>st</sup> Amendment to the ServiceLink Program contract (hereinafter referred to as "Amendment 1") dated this 5<sup>th</sup> 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



Contractor Initials: md  
Date: 2/10/14

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 Wian*  
Name: *Rosemary Wian*  
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.

*md*

*2/10/14*



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                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Measure 1:</b> Increasing LIS, MSP, and Medicare Part D enrollment:<br>Rockingham County: 144 individuals enrolled                                | Work plan and MIPPA monthly Outreach Activities and Enrollment reports sent to DHHS by 10th of each month.                                     |
| <b>Performance Measure 2:</b> 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).                |
| <b>Performance Measure 3:</b> 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.                                                                                   |
| <b>Performance Measure 4:</b> 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

MA  
2/10/14



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 VDHCB 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.

*md*  
2/10/14



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.

*ma*  
*2/10/14*



## 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                                    |
| 13AANHMAAA,<br>13AANHMAADR,<br>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 – 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.



## 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 Lins)  
(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 10<sup>th</sup> day of February, 2014.  
(Date Contract Signed)

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

of the Corporation.

STATE OF NEW HAMPSHIRE

County of Hillsborough

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

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

(NOTARY SEAL)

[Signature]  
(Signature of Clerk of the Corporation)

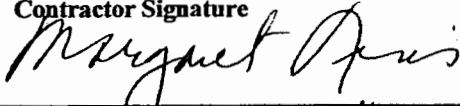
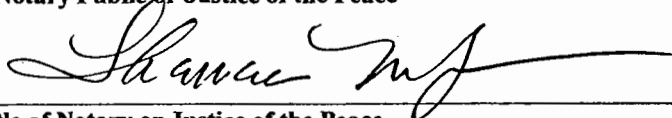
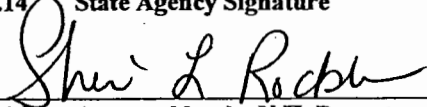
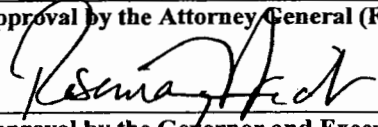
Janet E. Poulin  
(Notary Public/Justice of the Peace)

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

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<br>Department of Health and Humans Services                                                                                                                                                                                                                                                                                             |                                     | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301                                               |                                    |
| 1.3 Contractor Name<br>Crotched Mountain Community Care, Inc.                                                                                                                                                                                                                                                                                                 |                                     | 1.4 Contractor Address<br>186 Granite Street, STE 3C<br>Manchester, NH 03101                                       |                                    |
| 1.5 Contractor Phone Number<br>(603) 622-5900                                                                                                                                                                                                                                                                                                                 | 1.6 Account Number<br>See Exhibit B | 1.7 Completion Date<br>6/30/2015                                                                                   | 1.8 Price Limitation<br>\$791,127. |
| 1.9 Contracting Officer for State Agency<br>Mary Maggioncalda, Administrator                                                                                                                                                                                                                                                                                  |                                     | 1.10 State Agency Telephone Number<br>603-271-9096                                                                 |                                    |
| 1.11 Contractor Signature<br>                                                                                                                                                                                                                                                |                                     | 1.12 Name and Title of Contractor Signatory<br>Margaret Davis<br>VP Community Based Services                       |                                    |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u><br>On <u>7/4/2013</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<br><br>[Seal]                                                                                                                                                                                                   |                                     |                                                                                                                    |                                    |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br>THERESA M. JONES, Notary Public<br>My Commission Expires September 19, 2017                                                                                                                                                                                                                        |                                     |                                                                                                                    |                                    |
| 1.14 State Agency Signature<br>                                                                                                                                                                                                                                            |                                     | 1.15 Name and Title of State Agency Signatory<br>Sheri L. Rockburn, <sup>Assoc Acting</sup> Associate Commissioner |                                    |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____                                                                                                                                                                                                                                |                                     |                                                                                                                    |                                    |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By:  On: <u>12-5-13</u>                                                                                                                                                                           |                                     |                                                                                                                    |                                    |
| 1.18 Approval by the Governor and Executive Council<br>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.

MA  
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

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.



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

This third Amendment to the New Hampshire ServiceLink Resource Centers Program contract (hereinafter referred to as "Amendment #3") dated this day of March 30, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Easter Seals New Hampshire, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 55 Auburn Street, Manchester, NH, 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2013 (Item #62), amended by an agreement (Amendment #1 to the Contract) approved on June 4, 2014 (Item #59) and amended by an agreement (Amendment #2 to the Contract) approved on October 1, 2014 (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read: \$1,765,800.
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
4. Form P-37, General Provisions, Item 1.10, to read: (603) 271-9558.
5. Delete Exhibit A Scope of Services and replace with Exhibit A Amendment #1 Scope of Services.
6. Delete Amendment #2 - Exhibit A-1 Scope of Services.
7. Delete Amendment #2 - Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.
8. Delete Exhibit B-7 and replace with Exhibit B-7 Amendment #1.
9. Add Exhibit B-15, Exhibit B-16, and Exhibit B-17.
10. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
11. Delete Standard Exhibit C-1, Additional Special Provisions and replace with Exhibit C-1, Revisions To General Provisions.



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

---

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

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

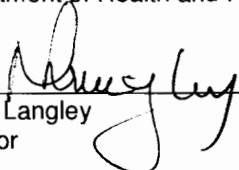


This amendment shall be effective upon the date of Governor and Executive Council approval.

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

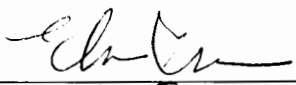
4/10/15  
Date

State of New Hampshire  
Department of Health and Human Services

  
Diane Langley  
Director

3/31/2015  
Date

Easter Seals New Hampshire, Inc.

  
NAME Elin Treanor  
TITLE CFO

**Acknowledgement:**

State of New Hampshire, County of Hillsborough on March 31, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Betty R. Burke  
Name and Title of Notary or Justice of the Peace





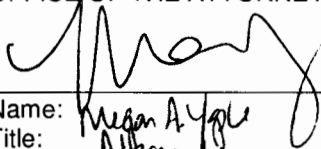


**New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program**

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

OFFICE OF THE ATTORNEY GENERAL

Date 4/20/15

  
Name: Megan A. York  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Exhibit A Amendment #1

Scope of Services

1. Purpose

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

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

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

1.1. Definitions

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

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

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

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

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

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

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

**Quarter:** A quarter is defined as: July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

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

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



Exhibit A Amendment #1

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

**2. Covered Populations and Services**

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

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

**3. Geographic Area Served:** The Contractor shall provide services as described in this Agreement in the geographic area of Hillsborough County (excluding the cities and towns of Antrim, Bennington, Francetown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor). Geographic area is defined as the area focused on client location (City or Town).

**4. ServiceLink Services**

4.1. Information, Referral and Awareness

4.1.1. Outreach and Marketing

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

4.1.1.1. Consideration of all populations served including different age groups, different income levels, different types of disabilities, cultural diversities, and those underserved, and individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations. Populations shall include all individuals who may or may not meet public assistance requirements, in addition to those that are hard to reach, those who are private payers and want to plan ahead for their long-term needs;

4.1.1.2. A strategy to assess the effectiveness of the outreach and marketing activities; and

4.1.1.3. A feedback loop to modify activities as needed.

4.1.1.4. The Contractor shall partner with the other ServiceLink contractors to learn from their outreach and marketing best practices

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

4.1.2.1. Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) plan, which at minimum describes systematic processes to provide I&R/A.

4.1.2.2. Contractor shall link individuals with needed services and supports – both public and private - through appropriate referrals to other agencies and organizations.

4.1.2.3. Contractor shall conduct follow-up with individuals receiving I&R/A to determine whether more assistance is needed.

4.1.2.4. Contractor shall use the Alliance of Information and Referral Standards and use the Refer7 database to provide information about the range of Long Term Services and Supports (LTSS) and resources in the service area. The Contractor is responsible for:

4.1.2.4.1. Updating and ensuring the accuracy of the information provided; and



Exhibit A Amendment #1

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

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



Exhibit A Amendment #1

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

4.3.1. Intake and Screening

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

4.3.2. Financial and Functional Eligibility Processes

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

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

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

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

4.3.3. Tracking Eligibility Status

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

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

4.4. Person-Centered Transitions Support

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

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

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

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

4.4.4. The Contract shall:

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

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



Exhibit A Amendment #1

- 4.4.4.3. Provide regular training for facility administrators and discharge planners about the ServiceLink Resource Centers Programs and any protocols and formal processes that are in place between the ServiceLink contractors and their respective organizations.
- 4.4.4.4. Serve as Local Contact Agencies (LCAs) to provide transition services for institutionalized individuals who indicate they wish to return to the community via the MDS 3.0 Section Q assessment.

4.5. Consumer Populations and Partnerships

4.5.1. Consumer Populations

Contractor shall involve consumers on a /local advisory boards or governing committee and in planning, implementation and evaluation activities. At a minimum it shall include nine (9) members with the following representation:

- 4.5.1.1. People over age 60
- 4.5.1.2. Adults over age 18 living with chronic illnesses or disabilities
- 4.5.1.3. Family members, caregivers, and family caregivers of the target populations
- 4.5.1.4. Local community providers
- 4.5.1.5. Representation from cultural and ethnic minorities residing within the community.
- 4.5.1.6. At least twenty-five (25) percent of the membership must be from the target population.  
Note: Consumers, caregivers, or family board member who works for a human service agency organization may not be counted in meeting this standard.

4.5.2. Medicaid

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

4.5.3. Aging and Disability Partners

- 4.5.3.1. Contractor shall comply with formal service standards, protocols for information sharing and cross-training across all ServiceLink contractors and community partners.
- 4.5.3.2. Contractor shall provide for collaboration, including formal agreements, at the state and local levels between the Contractor and all other critical aging and disability agencies and service organizations serving the same area that are not ServiceLink contractors.
- 4.5.3.3. The Contractor shall have or will develop partnerships with State or regional Brain Injury Associations, community mental health centers and related groups, Centers for Independent Living, and other community-based organizations instrumental to ServiceLink contractors' activities, such as Departments of Veterans Affairs, Adult Protective Services, Information and Referral/2-1-1 programs, Benefit Outreach and Enrollment Centers, One Stop Employment Centers, Vocational Rehabilitation, Developmental Disabilities Councils, Long-Term Care Ombudsman programs, Alzheimer's disease programs, housing agencies, and transportation authorities.

4.5.4. Other Partners and Stakeholders

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

4.6. New Hampshire Family Caregiver Program

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



Exhibit A Amendment #1

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



Exhibit A Amendment #1

4.8. Senior Medicare Patrol Program

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

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

4.9. Veterans Directed Home and Community Based Program

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

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





Exhibit A Amendment #1

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



Exhibit A Amendment #1

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



Exhibit A Amendment #1

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

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



Exhibit A Amendment #1

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

- 4.11. The Contractor shall develop and implement a sustainable safety net of services for Service Members/Veterans/Families (SMVF) cases to ensure all NH SMVF can receive culturally competent assistance and comprehensive service coordination in order to gain long-term services and supports (LTSS), regardless of eligibility for other government-funded care coordination programs, by June 30, 2015. All activities, programs, training materials and care coordination work are subject to Department review and approval. The Contractor shall:
- 4.11.1. Collaborate with the Department to ensure coordination and integration of Balanced Incentive Program (BIP) and the No Wrong Door system to:
- 4.11.1.1. Reduce unnecessary institutional care.
- 4.11.1.2. Help ensure those in need of Medicaid long-term services have access to alternatives that are less restrictive at a lower-cost.
- 4.11.2. Provide and/or coordinate statewide training that increases military cultural and clinical competence.
- 4.11.3. Collaborate with ServiceLink providers to streamline the application, assessment and eligibility process for LTSS to SMVF case members. Collaboration shall include, but not be limited to:
- 4.11.3.1. Functioning as a No Wrong Door partner to ServiceLink providers.
- 4.11.3.2. Providing technical assistance to ServiceLink providers statewide, as needed.
- 4.11.3.3. Assisting ServiceLink providers with care coordination and providing direct support for cases with intense clinical needs.
- 4.11.3.4. Providing military culture and core competency training to ServiceLink providers to ensure a clear understanding of SMVF pre, during and post deployment needs, as well as the needs of older veterans.
- 4.11.4. Conduct ServiceLink provider meetings, statewide. The Contractor shall:
- 4.11.4.1. Coordinate and facilitate a statewide project kickoff meeting.
- 4.11.4.2. Conduct integrated meetings with each ServiceLink site to address:
- 4.11.4.2.1. Current SMVF outreach/engagement activities.

*EF*  
*3/31/2015*



Exhibit A Amendment #1

- 4.11.4.2.2. Military cultural awareness.
- 4.11.4.2.3. Other issues relevant to the local SMVF and provider communities.
- 4.11.5. Conduct meetings regarding No Wrong Door partnerships and training needs with organizations that include, but are not limited to:
  - 4.11.5.1. VA, Vet Center and Veteran Service Organizations.
  - 4.11.5.2. National Guard and Reserves.
  - 4.11.5.3. State Office of Veterans Services.
  - 4.11.5.4. Community Mental Health Centers, hospitals, and private practitioners.
- 4.11.6. Attend cross training activities presented by ServiceLink in order to:
  - 4.11.6.1. Provide preliminary screening for LTSS and person-centered counseling.
  - 4.11.6.2. Train other SMVF providers, including the ProForce team carrying out the NH National Guard Care Coordination Program, in the LTSS system and how to effectively partner with other providers and ServiceLink.
- 4.11.7. Provide sufficient Care Coordinator staff to provide:
  - 4.11.7.1. Care coordination and collaborative casework with ServiceLink providers.
  - 4.11.7.2. Referrals for SMVF to community-based services with a seamless transition.
  - 4.11.7.3. Emergency assistance to SMVF.
  - 4.11.7.4. Safety net care coordination and crisis intervention for SMVF no longer eligible for services through the National Guard's Care Coordination Program (ProForce).
  - 4.11.7.5. A liaison who shall work to ensure seamless case transition to ProForce.
  - 4.11.7.6. Mentors to ProForce Care Coordinators to ensure training and supports are available, as needed, during the transition period.
- 4.11.8. Coordinate resources to meet immediate SMVF needs through Veterans Count to:
  - 4.11.8.1. Ensure emergency financial needs are met, including but not limited to, food, housing, transportation, utilities, and other critical needs defined in Veterans Count policies.
  - 4.11.8.2. Support SMVF of all eras to engage in effective planning and service coordination for LTSS.
- 4.11.9. Create outreach materials and resource guides in partnership with ServiceLink for Department approval, which shall include, but not be limited to:
  - 4.11.9.1. Flyers, posters and handouts to engage SMVF and SMVF providers in the No Wrong Door system.
  - 4.11.9.2. Web-based and social media outreach.
- 4.11.10. Develop and coordinate statewide delivery of training curriculum related to military culture and military competency training. The Contractor shall:
  - 4.11.10.1. Use web-based training, as approved by the Department.
  - 4.11.10.2. Coordinate in-person training sessions with the Department, ServiceLink, and ProForce as well as the provider community, which includes but is not limited to Community Mental Health Centers, hospitals, and private practitioners.



**Exhibit A Amendment #1**

- 4.11.10.3. Coordinate training reimbursement payments with Community Mental Health Centers, hospitals and private practitioners who send staff to attend military culture and military competency training.
- 4.11.10.4. Market the No Wrong Door system, and related training, at all appropriate military-veteran events, forums and drills.
- 4.11.11. Collaborate with the Department and ServiceLink to develop SMVF-specific business rules and protocols for the No Wrong Door system. The Contractor shall:
  - 4.11.11.1. Draft initial policies and protocols for stakeholder review.
  - 4.11.11.2. Coordinate and conduct ServiceLink policy review meetings.
  - 4.11.11.3. Provide drafts of policies to the Department for final approval.
- 4.11.12. Identify providers in SMVF service systems that may be eligible to apply for Medicaid reimbursement in order to assist those providers with securing future funding.
- 4.11.13. Provide a monthly narrative summary report to the Department no later than the 15<sup>th</sup> of each month that specifies:
  - 4.11.13.1. Project accomplishments and deliverables.
  - 4.11.13.2. Client services provided
- 4.11.14. Conduct a survey of SMVF and civilian providers to assess levels of understanding, satisfaction of services provided and integration with the No Wrong Door system.
- 4.11.15. Provide a final report to the Department no later than thirty (30) days from the contract end date, that includes, but is not limited to:
  - 4.11.15.1. Clients served.
  - 4.11.15.2. ServiceLink cross-referrals.
  - 4.11.15.3. Trainings held.
  - 4.11.15.4. Summary of best practices established and recommendations for implementing sustainable infrastructure changes.

**5. Operational Functions**

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

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



Exhibit A Amendment #1

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

**6. Quality Assurance and Continuous Quality Improvement**

- 6.1. Contractor shall have a Quality Assurance and Continuous Improvement plan to ensure services are available, are of high quality, meet the needs of individuals, and are sustained throughout the geographic area covered. The plan shall assure that services adhere to the highest standards, as well as assure that the public and private resources produce measurable results.
- 6.2. Contractors shall track their customers, services, performance and costs, and to continuously evaluate and improve on the results of the services that are provided to individuals and their families, as well as to other organizations in the community. This may include linkages with other data systems, such as Medicaid information systems and electronic health records.
- 6.3. The Quality Assurance and Continuous Improvement plan shall also utilize formal processes for getting input and feedback from individuals and their families on the Contractor's operations, services used, and on-going development.
- 6.4. The Quality Assurance and Continuous Improvement plan shall include measurable performance goals and indicators related to the Contractor's visibility, trust, ease of access, responsiveness, efficiency and effectiveness. The Contractor shall routinely track and monitor consumer demographics and individual-level outcomes such as diversions, transitions, and



Exhibit A Amendment #1

impact of Options Counseling as well as systems-level outcomes such as service utilization by setting and cost-savings.

6.5. Information Technology and Management Information Systems

6.5.1. Contractor will use the Refer 7 database to support all business functions related to the provision of programs provided by ServiceLink contractors. Contractor shall comply with new IT initiatives that DHHS may roll out as part of BIP or SIM initiatives.

6.5.2. Contractor shall operate computer equipment and software that meets or is compatible with the State of New Hampshire's minimum Information Technology standard for software and hardware that is equivalent or exceeds the specifications listed below:

- Microsoft Windows 7 64 bit;
- Microsoft Internet Explorer version 8.0;
- Documents, spreadsheets and presentation that are compatible with Microsoft Office 2000 and above through 2010;
- Network Associates - McAfee Virus Scan version 8.8; and
- Broadband or DSL internet access

6.5.3. The Department's current hardware standards are as follows:

- Standard Desktop - Multi Tasking, Standard Apps: I3 Intel Processor, 4GB RAM, 500 GB SATA
- High End Desktop- Multi Tasking, Heavy Graphics (i.e. CAD): I5 Intel Processor, 8GB RAM, 500 GB SATA
- The State standard is Windows 7, Office 2010 and Internet Explorer 9

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

6.6. Continuous Improvement

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

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

7. Performance Tracking and Reporting

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

1. Number of individuals served
2. Number of repeat visits by individuals
3. Type of information/referral given to individuals
4. Type of follow up performed
5. Frequency of follow ups
6. Were individuals able to utilize the information provided by the Contractor, including but not limited to, applying for benefits, finding and obtaining referred services, and other forms of assistance





Exhibit A Amendment #1

7. The number of individuals diverted from nursing home/institutional settings;
8. The number of individuals successfully transitioning from institutional settings (i.e. number of people assisted through formal coordinated or evidence-based transitions programs).

7.2. Minimum Reporting Requirements:

The Table below defines the program reporting data requirements and their source. There will be custom reporting capabilities through Refer7.

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



Exhibit A Amendment #1

| Program Reporting Data Requirement                                                                                                                                                                                            | Data Source               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| % Of individuals who report they have made optimal use of their own private resources and their informal support system                                                                                                       |                           |
| Number of Options Counseling sessions conducted in hospitals, rehabilitation facilities, nursing homes, or at home.                                                                                                           | Refer 7                   |
| Number of Options Counseling assessments conducted annually                                                                                                                                                                   | Refer 7                   |
| Number of developed action plans annually                                                                                                                                                                                     | Refer 7                   |
| A minimum of 4 formal agreements with major pathways has been established by the completion Date in box 1.7 of the General Provisions, Form P-37.                                                                             | Copies of agreements      |
| Number of individuals receiving eligibility coordination annually                                                                                                                                                             | Refer 7                   |
| Number of screenings for public programs performed                                                                                                                                                                            | Refer7                    |
| Number of Medicaid appointments scheduled by the ServiceLink contractor                                                                                                                                                       | New Heights               |
| <b>NH Family Caregiver Support Program:</b>                                                                                                                                                                                   |                           |
| Number of staff trained in Powerful Tools for Caregivers curriculum                                                                                                                                                           | Customized Report         |
| Number of Powerful Tools for Caregivers trainings conducted annually (six-week session = 1)                                                                                                                                   | Customized Report         |
|                                                                                                                                                                                                                               | Customized Report         |
| Number of other caregiver specific training sessions conducted annually                                                                                                                                                       |                           |
| Number of community outreach/information sessions conducted annually                                                                                                                                                          | Customized Report         |
| Number of individuals who received Title III-E respite services annually                                                                                                                                                      | Customized Report, Refer7 |
| Number of caregiver support group meetings held in the community by the ServiceLink contractor staff annually                                                                                                                 | Customized Report         |
| Average number of attendees at support group meetings                                                                                                                                                                         | Customized Report         |
| Number of family caregivers who receive I&R (access assistance) annually                                                                                                                                                      | Refer7                    |
| Number of one-on-one counseling sessions                                                                                                                                                                                      | Refer7                    |
| Number of in-person Options Counseling assessments of the family caregiver needs completed annually                                                                                                                           | Refer7                    |
| <b>State Health Insurance Assistance Program (SHIP):</b>                                                                                                                                                                      |                           |
| Specific performance measures: SHIP Grant sets forth performance levels to measure SHIP effectiveness to determines future grant funding based on the following elements:                                                     |                           |
| Number of total client contacts (in person office, in person home, telephone (all durations, and contacts by email, postal, or fax) per 1,000 Medicare beneficiaries in the ServiceLink Contractors geographic area.          | Customized Report/Refer 7 |
| Number of persons reached through presentations, plus reached through booths/exhibits at health fairs, as well as enrolled at enrollment events per 100,000 Medicare beneficiaries in ServiceLink contractors geographic area | Customized Report/Refer7  |
| Number of substantial personal, direct client contacts (telephone calls of duration 10 minutes or more, in person office, in person home per 1,000 Medicare beneficiaries in ServiceLink contractors geographic area          | Customized Report/Refer7  |



Exhibit A Amendment #1

| Program Reporting Data Requirement                                                                                                                                                                                        | Data Source                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Number of contacts with Medicare beneficiaries coded as in the CMS defined Disabled program (under 65) per 1,000 Medicare beneficiaries in the ServiceLink contractor's geographic area.                                  | Refer 7                                     |
| Number of unduplicated Medicare beneficiary contacts that discussed low-income (below 150% FPL, regardless of Asset coding) per 1,000 low-income Medicare beneficiaries in the ServiceLink contractors geographic region. | Refer 7                                     |
| Number of unduplicated enrollment contacts (contacts with one or more qualifying enrollment topics) discussed per 1,000 Medicare beneficiaries in the ServiceLink geographic Region.                                      | Refer 7                                     |
| Number of unduplicated Part D enrollment contacts (contacts with one or more qualifying Part D enrollment topics) discussed per 1,000 Medicare beneficiaries in the ServiceLink contractors geographic Region.            | Refer 7                                     |
| <b>Senior Medicare Patrol Program and Capacity Building programs</b>                                                                                                                                                      |                                             |
| Timely Administration for Community Living Progress Reports) for both SMP and the Capacity Building Program (see attachment).                                                                                             | Customized Report based on federal template |
| Report strategies and describe partnerships that are consistent with BEAS' work plan submitted to ACL, the SMART FACTS reporting system, OIG monitoring elements, and ACL's performances.                                 | Workplan                                    |
| Timely reporting of all SMP activities based on the Office of Investigation's (OIG) reporting elements that are entered into the SMART FACTS database.                                                                    | SMART FACTS                                 |

## 8. Staffing

### 8.1. Standards

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

- 8.1.1. Possess the knowledge, skills, and experience necessary to competently perform the activities related to their role or function within the SLRC
- 8.1.2. Ensure the client's right to privacy and ensure appropriate confidentiality when information about the client is released to others.
- 8.1.3. Ensure knowledge about resource availability, service costs, and budgetary parameters and be fiscally responsible in carrying out activities related to their role or function within the SLRC.
- 8.1.4. Treat colleagues with courtesy and respect and strive to enhance interprofessional, intraprofessional, and interagency cooperation on behalf of the client.
- 8.1.5. Provide sufficient staff to perform all tasks specified in this agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement.
- 8.1.6. Ensure that all staff have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.
- 8.1.7. Develop a Staffing Contingency Plan, including but not limited to:
  - 8.1.7.1. The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
  - 8.1.7.2. Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
  - 8.1.7.3. Discussion of time frames necessary for obtaining replacements;



Exhibit A Amendment #1

- 
- 8.1.7.4. Capabilities to provide, in a timely manner, replacements/additions with comparable experience; and
- 8.1.7.5. Method of bringing replacements/additions up-to-date regarding this Agreement.
- 8.1.8. Provide staffing models that will be used by the subcontractors, if applicable.
- 8.1.9. Provide resumes for any changes in key administrative staff to include: CEO, CFO, COO, Executive Director, Financial Manager and managers that supervise staff and volunteers for the programs and services included in this agreement.
- 8.1.10. Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a DHHS State Registry check before the staff member begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.
- 8.1.11. Vacant positions will not be funded. Funds paid for vacant positions shall be recovered during the agreement period.
- 8.1.12. Contractor shall maintain written job/service descriptions for paid and volunteer staffs for the aforementioned staffing model that reflect the scope and duties of their respective roles.
- 8.1.13. Contractor shall conduct a written job competency/service performance review for all paid and volunteer staff annually. Performance reviews must include all competencies and requirements. If agencies use standardized performance review forms an addendum to this process must be established in order to be in compliance with program requirements.
- 8.2. The Contractor shall commit staff for the following positions:
- 8.2.1. Program Management
- Contractor shall be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight. The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the DHHS ServiceLink Resource Center Program Manager.
- 8.2.1.1. Required Certification:
- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
  - Obtain training and certification in Options Counseling within 6 months of hire
  - SHIP/SMP certification
- 8.2.2. Information, Referral, & Assistance and Awareness
- The position links individuals who need assistance with appropriate service providers and/or supplies descriptive information about the agencies or organizations, which offer services.
- 8.2.2.1. Required Certification;
- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
  - Obtain certification as a State Health Insurance Assistance Program (SHIP)
  - Senior Medicare Patrol (SMP) Counselor within year of hire. Training for this Certification must begin within 6 months of hire.
- 8.2.3. Options Counseling and Person Centered Transition Support
- This position provides person centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for persons in need of long-term supports and services.
- 8.2.3.1. Required Certification:
- Acquire the Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
  - Obtain training and certification in Options Counseling within 6 months of hire.



**Exhibit A Amendment #1**

- Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor

**8.2.4. Options Counseling: Caregiver Specialist**

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

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

**8.2.4.1. Required Certification:**

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

**8.2.5. State Health Insurance Assistance Program (SHIP)**

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

**8.2.5.1. Required Certification:**

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

**8.2.6. Senior Medicare Patrol Program (SMP)**

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

**8.2.6.1. Required Certification**

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

**9. Work Plan**



**Exhibit A Amendment #1**

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

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

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

**10. Cultural Considerations:**

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

**11. Privacy and Security of Client Information**

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

**12. E-Studio**

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

**13. Contract Monitoring**

- 13.1. The Contractor shall:
- 13.2. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 13.3. Ensure the Department is provided with access that includes but is not limited to:
- 13.3.1. Data
  - 13.3.2. Financial records
  - 13.3.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 13.3.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 13.3.5. Scheduled phone access to Contractor principals and staff



**Exhibit B - Amendment #3**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, in accordance with the budgets defined in Section 5 below, for the services provided by the Contractor pursuant to Exhibit A, Amendment #1 Scope of Services.
2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

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

- 2.1. The Contractor agrees to provide the services in Exhibit A, Amendment #1, Scope of Services in compliance with funding requirements.

3. Account Numbers in Block 1.6 of the General Provisions of this Agreement, Form P-37 as follows:

| Grant                                                                          | State Account Number                |
|--------------------------------------------------------------------------------|-------------------------------------|
| NH State General Funds                                                         | 05-95-48-481010-95650000-102-500731 |
| Social Services Block Grant                                                    | 05-95-48-481010-92550000-545-500387 |
| Medicaid                                                                       | 05-95-48-481510-61800000-550-500398 |
| Aging and Disability Resource Center Options<br>Counseling Enhancement Program | 05-95-48-481010-78720000-072-500575 |
| Family Caregiver Support<br>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<br>Medicare Beneficiaries (MIPPA)           | 05-95-48-481010-88880000-102-500731 |
| Balancing Incentive Program                                                    | 05-95-49-490510-29850000-102-500731 |



### Exhibit B - Amendment #3

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

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

The invoice must be submitted to:

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

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





### Exhibit B - Amendment #3

---

of the program for the month, the amount requested to be paid by the state and the source of funds and amount for the contractor's share.

12. The Contractor shall complete Time Sheets for staff as instructed and on forms provided by THE DEPARTMENT.
13. Financial Reporting Requirements: The Contractor shall submit Monthly Financial Reports to THE DEPARTMENT upon request.
14. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Monthly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.
15. Veterans Directed Home and Community Based Program: The funding is from July 1, 2014 to June 30, 2015 for the purposes of developing and implementing the program as defined in Section 4.9.1 of Exhibit A Amendment #1. Once the program is operational, the contractor shall continue providing the scope of work as defined in Sections 4.9.2 through 4.9.8 of Exhibit A Amendment #1, without funding from the Department.
16. The funding for the scope of work for Veterans safety net of services, Exhibit A Amendment #1, Section 4.11 is from the effective date of Amendment #2 to the Agreement through June 30, 2015.

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

Bidder/Program Name: Easter Seals New Hampshire, Inc / Hillsborough County - ext Western Region

Budget Request for: Options Counseling and Person Centered Transitions Support Program

(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     | Total         | Direct Incremental       | Indirect | Total | Direct Incremental                                   | Indirect     | Total         |
| 1. Total Salary/Wages                     | \$ 105,841.36      | \$ 10,584.13 | \$ 116,425.49 | -                        | -        | -     | \$ 105,841.36                                        | \$ 10,584.13 | \$ 116,425.49 |
| 2. Employee Benefits                      | \$ 27,807.52       | \$ 2,780.75  | \$ 30,588.27  | -                        | -        | -     | \$ 27,807.52                                         | \$ 2,780.75  | \$ 30,588.27  |
| 3. Consultants                            | \$ 72.21           | \$ 7.22      | \$ 79.43      | -                        | -        | -     | \$ 72.21                                             | \$ 7.22      | \$ 79.43      |
| 4. Equipment:                             | -                  | -            | -             | -                        | -        | -     | -                                                    | -            | -             |
| Rental                                    | -                  | -            | -             | -                        | -        | -     | -                                                    | -            | -             |
| Repair and Maintenance                    | -                  | -            | -             | -                        | -        | -     | -                                                    | -            | -             |
| Purchase/Depreciation                     | -                  | -            | -             | -                        | -        | -     | -                                                    | -            | -             |
| 5. Supplies:                              | \$ 1,022.02        | \$ 102.20    | \$ 1,124.22   | -                        | -        | -     | \$ 1,022.02                                          | \$ 102.20    | \$ 1,124.22   |
| Educational                               | \$ 1,041.53        | \$ 104.15    | \$ 1,145.68   | -                        | -        | -     | \$ 1,041.53                                          | \$ 104.15    | \$ 1,145.68   |
| Lab                                       | -                  | -            | -             | -                        | -        | -     | -                                                    | -            | -             |
| Pharmacy                                  | -                  | -            | -             | -                        | -        | -     | -                                                    | -            | -             |
| Medical                                   | -                  | -            | -             | -                        | -        | -     | -                                                    | -            | -             |
| Office                                    | \$ 2,319.45        | \$ 231.95    | \$ 2,551.40   | -                        | -        | -     | \$ 2,319.45                                          | \$ 231.95    | \$ 2,551.40   |
| 6. Travel                                 | \$ 1,010.56        | \$ 101.06    | \$ 1,111.62   | -                        | -        | -     | \$ 1,010.56                                          | \$ 101.06    | \$ 1,111.62   |
| 7. Occupancy                              | \$ 10,462.16       | \$ 1,046.22  | \$ 11,508.38  | -                        | -        | -     | \$ 10,462.16                                         | \$ 1,046.22  | \$ 11,508.38  |
| 8. Current Expenses                       | -                  | -            | -             | -                        | -        | -     | -                                                    | -            | -             |
| Telephone                                 | \$ 2,142.83        | \$ 214.28    | \$ 2,357.11   | -                        | -        | -     | \$ 2,142.83                                          | \$ 214.28    | \$ 2,357.11   |
| Postage                                   | \$ 1,744.71        | \$ 174.47    | \$ 1,919.18   | -                        | -        | -     | \$ 1,744.71                                          | \$ 174.47    | \$ 1,919.18   |
| Subscriptions                             | -                  | -            | -             | -                        | -        | -     | -                                                    | -            | -             |
| Audit and Legal                           | -                  | -            | -             | -                        | -        | -     | -                                                    | -            | -             |
| Insurance                                 | -                  | -            | -             | -                        | -        | -     | -                                                    | -            | -             |
| Board Expenses                            | -                  | -            | -             | -                        | -        | -     | -                                                    | -            | -             |
| 9. Software                               | -                  | -            | -             | -                        | -        | -     | -                                                    | -            | -             |
| 10. Marketing/Communications              | \$ 5,425.07        | \$ 542.51    | \$ 5,967.58   | -                        | -        | -     | \$ 5,425.07                                          | \$ 542.51    | \$ 5,967.58   |
| 11. Staff Education and Training          | \$ 5,267.98        | \$ 526.80    | \$ 5,794.78   | -                        | -        | -     | \$ 5,267.98                                          | \$ 526.80    | \$ 5,794.78   |
| 12. Subcontracts/Agreements               | -                  | -            | -             | -                        | -        | -     | -                                                    | -            | -             |
| 13. Other (specific details mandatory):   | -                  | -            | -             | -                        | -        | -     | -                                                    | -            | -             |
| Printing                                  | \$ 400.80          | \$ 40.08     | \$ 440.88     | -                        | -        | -     | \$ 400.80                                            | \$ 40.08     | \$ 440.88     |
| Volunteer/Community Education/Recognition | \$ 169.53          | \$ 16.95     | \$ 186.48     | -                        | -        | -     | \$ 169.53                                            | \$ 16.95     | \$ 186.48     |
| TOTAL                                     | \$ 164,727.73      | \$ 16,472.77 | \$ 181,200.50 | -                        | -        | -     | \$ 164,727.73                                        | \$ 16,472.77 | \$ 181,200.50 |

10.0%

Indirect As A Percent of Direct

Contractor Initials: *ET*  
Date: *12/10/15*

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

Bidder/Program Name: Easter Seals New Hampshire, Inc.

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

Budget Period: 10/1/14-6/30/15

| Line Item                               | Total Program Cost  |                    |                     | Contractor Share / Match |                |             | Requested Budget to be Funded by DHHS Contract Share |                    |                     |
|-----------------------------------------|---------------------|--------------------|---------------------|--------------------------|----------------|-------------|------------------------------------------------------|--------------------|---------------------|
|                                         | Direct Incremental  | Indirect Fixed     | Total               | Direct Incremental       | Indirect Fixed | Total       | Direct Incremental                                   | Indirect Fixed     | Total               |
| 1. Total Salary/Wages                   | \$ 8,155.70         | \$ 815.57          | \$ 8,971.27         | -                        | \$ -           | -           | \$ 8,155.70                                          | \$ 815.57          | \$ 8,971.27         |
| 2. Employee Benefits                    | \$ 2,324.38         | \$ 232.43          | \$ 2,556.81         | -                        | \$ -           | -           | \$ 2,324.38                                          | \$ 232.43          | \$ 2,556.81         |
| 3. Consultants                          | \$ 21.66            | 2.17               | 23.83               | -                        | \$ -           | -           | \$ 21.66                                             | \$ 2.17            | \$ 23.83            |
| 4. Equipment:                           | -                   | -                  | -                   | -                        | \$ -           | -           | -                                                    | -                  | -                   |
| Rental                                  | -                   | -                  | -                   | -                        | \$ -           | -           | -                                                    | -                  | -                   |
| Repair and Maintenance                  | -                   | -                  | -                   | -                        | \$ -           | -           | -                                                    | -                  | -                   |
| Purchase/Depreciation                   | -                   | -                  | -                   | -                        | \$ -           | -           | -                                                    | -                  | -                   |
| 5. Supplies:                            | -                   | -                  | -                   | -                        | \$ -           | -           | -                                                    | -                  | -                   |
| Educational                             | -                   | -                  | -                   | -                        | \$ -           | -           | -                                                    | -                  | -                   |
| Lab                                     | -                   | -                  | -                   | -                        | \$ -           | -           | -                                                    | -                  | -                   |
| Pharmacy                                | -                   | -                  | -                   | -                        | \$ -           | -           | -                                                    | -                  | -                   |
| Medical                                 | -                   | -                  | -                   | -                        | \$ -           | -           | -                                                    | -                  | -                   |
| Office                                  | \$ 72.23            | \$ 7.22            | \$ 79.45            | -                        | \$ -           | -           | \$ 72.23                                             | \$ 7.22            | \$ 79.45            |
| 6. Travel                               | \$ 98.24            | \$ 9.82            | \$ 108.06           | -                        | \$ -           | -           | \$ 98.24                                             | \$ 9.82            | \$ 108.06           |
| 7. Occupancy                            | \$ 919.67           | \$ 91.97           | \$ 1,011.64         | -                        | \$ -           | -           | \$ 919.67                                            | \$ 91.97           | \$ 1,011.64         |
| 8. Current Expenses                     | -                   | -                  | -                   | -                        | \$ -           | -           | -                                                    | -                  | -                   |
| Telephone                               | \$ 138.51           | \$ 13.85           | \$ 152.36           | -                        | \$ -           | -           | \$ 138.51                                            | \$ 13.85           | \$ 152.36           |
| Postage                                 | \$ 86.67            | \$ 8.67            | \$ 95.34            | -                        | \$ -           | -           | \$ 86.67                                             | \$ 8.67            | \$ 95.34            |
| 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): | -                   | -                  | -                   | -                        | \$ -           | -           | -                                                    | -                  | -                   |
| Volunteer Appreciation                  | -                   | -                  | -                   | -                        | \$ -           | -           | -                                                    | -                  | -                   |
| Printing                                | \$ 43.34            | \$ 4.33            | \$ 47.67            | -                        | \$ -           | -           | \$ 43.34                                             | \$ 4.33            | \$ 47.67            |
| Outreach Meetings                       | \$ 57.79            | \$ 5.78            | \$ 63.57            | -                        | \$ -           | -           | \$ 57.79                                             | \$ 5.78            | \$ 63.57            |
| <b>TOTAL</b>                            | <b>\$ 11,918.19</b> | <b>\$ 1,191.81</b> | <b>\$ 13,110.00</b> | <b>\$ -</b>              | <b>\$ -</b>    | <b>\$ -</b> | <b>\$ 11,918.19</b>                                  | <b>\$ 1,191.81</b> | <b>\$ 13,110.00</b> |

Indirect As A Percent of Direct 10.0%

#DIV/0!

10.0%

Contractor Initials:   
Date: 10/1/14

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

Contractor Name: Easler Seals New Hampshire, Inc.

Program Name: ServiceLink Resource Center

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

| Line Item                               | Total Program Cost |           |            | Contractor Share / Match |          |       | Requested Budget to be Funded by DHH Contract Share |           |            |
|-----------------------------------------|--------------------|-----------|------------|--------------------------|----------|-------|-----------------------------------------------------|-----------|------------|
|                                         | Direct Incremental | Indirect  | Total      | Direct Incremental       | Indirect | Total | Direct Incremental                                  | Indirect  | Total      |
| 1. Total Salary/Wages                   | \$ 279,521         | \$ 27,954 | \$ 307,475 | \$ -                     | \$ -     | \$ -  | \$ 279,521                                          | \$ 27,954 | \$ 307,475 |
| 2. Employee Benefits                    | \$ 79,664          | \$ 7,966  | \$ 87,630  | \$ -                     | \$ -     | \$ -  | \$ 79,664                                           | \$ 7,966  | \$ 87,630  |
| 3. Consultants                          | \$ 75              | \$ 7      | \$ 82      | \$ -                     | \$ -     | \$ -  | \$ 75                                               | \$ 7      | \$ 82      |
| 4. Equipment                            | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 5. Rental                               | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 6. Repair and Maintenance               | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 7. Purchase/Depreciation                | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 8. Supplies                             | \$ 399             | \$ 39     | \$ 438     | \$ -                     | \$ -     | \$ -  | \$ 399                                              | \$ 39     | \$ 438     |
| 9. Educational                          | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 10. Lab                                 | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 11. Pharmacy                            | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 12. Medical                             | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 13. Office                              | \$ 1,002           | \$ 100    | \$ 1,102   | \$ -                     | \$ -     | \$ -  | \$ 1,002                                            | \$ 100    | \$ 1,102   |
| 14. Travel                              | \$ 3,600           | \$ 359    | \$ 3,959   | \$ -                     | \$ -     | \$ -  | \$ 3,600                                            | \$ 359    | \$ 3,959   |
| 15. Occupancy                           | \$ 26,166          | \$ 2,617  | \$ 28,783  | \$ -                     | \$ -     | \$ -  | \$ 26,166                                           | \$ 2,617  | \$ 28,783  |
| 16. Current Expenses                    | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 17. Telephones                          | \$ 3,805           | \$ 381    | \$ 4,186   | \$ -                     | \$ -     | \$ -  | \$ 3,805                                            | \$ 381    | \$ 4,186   |
| 18. Postage                             | \$ 3,000           | \$ 300    | \$ 3,300   | \$ -                     | \$ -     | \$ -  | \$ 3,000                                            | \$ 300    | \$ 3,300   |
| 19. Subscriptions                       | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 20. Audit and Legal                     | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 21. Insurance                           | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 22. Board Expenses                      | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 23. Software                            | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 24. Marketing/Communications            | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 25. Staff Education and Training        | \$ 498             | \$ 50     | \$ 548     | \$ -                     | \$ -     | \$ -  | \$ 498                                              | \$ 50     | \$ 548     |
| 26. Subcontracts/Agreements             | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 27. Other (specific details mandatory): | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 28. Printing                            | \$ 1,249           | \$ 125    | \$ 1,374   | \$ -                     | \$ -     | \$ -  | \$ 1,249                                            | \$ 125    | \$ 1,374   |
| 29. Volunteer Appreciation              | \$ 399             | \$ 39     | \$ 438     | \$ -                     | \$ -     | \$ -  | \$ 399                                              | \$ 39     | \$ 438     |
| 0                                       | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| TOTAL                                   | \$ 399,378         | \$ 39,937 | \$ 439,315 | \$ -                     | \$ -     | \$ -  | \$ 399,378                                          | \$ 39,937 | \$ 439,315 |

10.0%

#DIV/0!

Indirect As A Percent of Direct

Contractor Initials: *ES*  
Date: *3/21/16*

| New Hampshire Department of Health and Human Services<br>COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD                          |                    |          |            |                          |          |       |                                       |          |            |                |          |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------|----------|------------|--------------------------|----------|-------|---------------------------------------|----------|------------|----------------|----------|
| Contractor Name: Easter Seals New Hampshire, Inc.<br>Program Name: ServiceLink Resource Center<br>Budget Period: 7/1/16 - 9/30/16 |                    |          |            |                          |          |       |                                       |          |            |                |          |
| Line Item                                                                                                                         | Total Program Cost |          |            | Contractor Share / Match |          |       | Requested Budget to be Funded by DHHS |          |            | Contract Share |          |
|                                                                                                                                   | Direct             | Indirect | Total      | Direct                   | Indirect | Total | Direct                                | Indirect | Total      | Direct         | Indirect |
| 1. Total Salary/Wages                                                                                                             | \$ 69,881          | \$ 6,989 | \$ 76,870  | \$ -                     | \$ -     | \$ -  | \$ 69,881                             | \$ 6,989 | \$ 76,870  | \$ -           | \$ -     |
| 2. Employee Benefits                                                                                                              | \$ 19,916          | \$ 1,991 | \$ 21,907  | \$ -                     | \$ -     | \$ -  | \$ 19,916                             | \$ 1,991 | \$ 21,907  | \$ -           | \$ -     |
| 3. Consultants                                                                                                                    | \$ 20              | \$ 2     | \$ 22      | \$ -                     | \$ -     | \$ -  | \$ 20                                 | \$ 2     | \$ 22      | \$ -           | \$ -     |
| 4. Equipment:                                                                                                                     | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| Rental                                                                                                                            | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| Repair and Maintenance                                                                                                            | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| Purchase/Depreciation                                                                                                             | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| 5. Supplies:                                                                                                                      | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| Educational                                                                                                                       | \$ 100             | \$ 10    | \$ 110     | \$ -                     | \$ -     | \$ -  | \$ 100                                | \$ 10    | \$ 110     | \$ -           | \$ -     |
| Lab                                                                                                                               | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| Pharmacy                                                                                                                          | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| Medical                                                                                                                           | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| Office                                                                                                                            | \$ 250             | \$ 25    | \$ 275     | \$ -                     | \$ -     | \$ -  | \$ 250                                | \$ 25    | \$ 275     | \$ -           | \$ -     |
| 6. Travel                                                                                                                         | \$ 899             | \$ 90    | \$ 989     | \$ -                     | \$ -     | \$ -  | \$ 899                                | \$ 90    | \$ 989     | \$ -           | \$ -     |
| 7. Occupancy                                                                                                                      | \$ 6,542           | \$ 654   | \$ 7,196   | \$ -                     | \$ -     | \$ -  | \$ 6,542                              | \$ 654   | \$ 7,196   | \$ -           | \$ -     |
| 8. Current Expenses                                                                                                               | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| Telephone                                                                                                                         | \$ 951             | \$ 94    | \$ 1,045   | \$ -                     | \$ -     | \$ -  | \$ 951                                | \$ 94    | \$ 1,045   | \$ -           | \$ -     |
| Postage                                                                                                                           | \$ 749             | \$ 75    | \$ 824     | \$ -                     | \$ -     | \$ -  | \$ 749                                | \$ 75    | \$ 824     | \$ -           | \$ -     |
| Subscriptions                                                                                                                     | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| Audit and Legal                                                                                                                   | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| Insurance                                                                                                                         | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| Board Expenses                                                                                                                    | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| 9. Software                                                                                                                       | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| 10. Marketing/Communications                                                                                                      | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| 11. Staff Education and Training                                                                                                  | \$ 125             | \$ 12    | \$ 137     | \$ -                     | \$ -     | \$ -  | \$ 125                                | \$ 12    | \$ 137     | \$ -           | \$ -     |
| 12. Subcontracts/Agreements                                                                                                       | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| 13. Other (specific details mandatory):                                                                                           | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| Printing                                                                                                                          | \$ 311             | \$ 33    | \$ 344     | \$ -                     | \$ -     | \$ -  | \$ 311                                | \$ 33    | \$ 344     | \$ -           | \$ -     |
| Volunteer Appreciation                                                                                                            | \$ 99              | \$ 10    | \$ 109     | \$ -                     | \$ -     | \$ -  | \$ 99                                 | \$ 10    | \$ 109     | \$ -           | \$ -     |
| 0                                                                                                                                 | \$ -               | \$ -     | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                  | \$ -     | \$ -       | \$ -           | \$ -     |
| TOTAL                                                                                                                             | \$ 99,843          | \$ 9,985 | \$ 109,828 | \$ -                     | \$ -     | \$ -  | \$ 99,843                             | \$ 9,985 | \$ 109,828 | \$ -           | \$ -     |
| Indirect As A Percent of Direct                                                                                                   | 10.0%              |          |            | #DIV/0!                  |          |       | 10.0%                                 |          |            | 10.0%          |          |

Contractor Initials: *ES*  
Date: *3/2/2016*



### SPECIAL PROVISIONS

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

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

ET

3/31/2015



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

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

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

ET

3/31/2015



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

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

ET

3/31/2015





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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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

ET  
4/9/2015



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

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

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

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

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

Exhibit G

Contractor Initials

ET

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

3/31/2015

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Easter Seals NH, Inc

Date 3/31/2015

Elin Treanor  
Name: Elin Treanor  
Title: CFO

Exhibit G

Contractor Initials ET

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

ET

3/31/2015



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

ET

3/31/2015



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

ET

3/31/2015





Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

ET

3/31/2015



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

ET

Date

3/31/2015



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

[Signature]  
Signature of Authorized Representative

D. Langley  
Name of Authorized Representative

Director  
Title of Authorized Representative

4/14/15  
Date

Easter Seals NH, Inc  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Elin Treanor  
Name of Authorized Representative

CFD  
Title of Authorized Representative

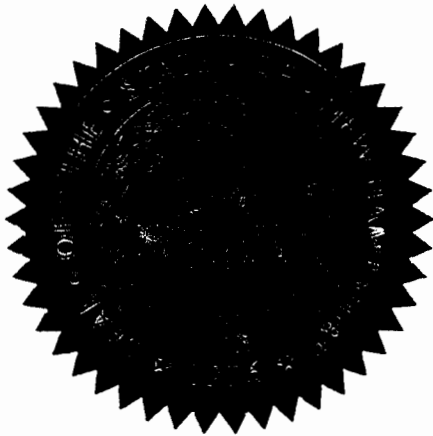
3/31/2015  
Date

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Easter Seals New Hampshire, Inc. is a New Hampshire nonprofit corporation formed November 6, 1967. 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 6<sup>th</sup> day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner  
Secretary of State



## CERTIFICATE OF VOTE / AUTHORIZATION

I, Betty Burke, do hereby certify that:

1. I am the duly elected Assistant Secretary of Easter Seals New Hampshire, Inc.
2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on June 11, 2014.

RESOLVED: To authorize the president, chief operating officer/chief financial officer, vice president of finance, senior vice president of human resources and the legal counsel of the corporation, or any one of them acting alone, to execute contracts, leases and documents, which have been approved in accordance with the policies of the corporation and its fiscal authorities adopted by the board of directors and to include within that authority Easter Seals New York, Inc., Easter Seals Maine, Inc., Easter Seals Rhode Island, Inc., Easter Seals Vermont, Inc., Manchester Alcoholism Rehabilitation Center (Farnum Center), Webster Place Center, Inc., Special Transit Services, Inc. or Agency Realty, Inc.

3. I further certify that Elin Treanor is the CFO of Easter Seals New Hampshire, Inc., and *all* its subsidiaries, and is still qualified and serving in such capacity.
4. The foregoing resolution has not been amended or revoked and remains in full force and effect as of March 31, 2015.

Betty Burke  
Assistant Secretary

The foregoing instrument was acknowledged before me this 31st day of March 2015.

Wendy M. Boelee  
Notary Public Wendy M. Boelee

My Commission expires 10/15/19

Client#: 497072

EASTESEA7

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2014

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).

|                                                                                                                                                   |  |                                                                                                                                                         |                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>PRODUCER</b><br><b>USI Insurance Services LLC</b><br><b>3 Executive Park Dr., Suite 300</b><br><b>Bedford, NH 03110</b><br><b>855-874-0123</b> |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext): 855-874-0123</b><br><b>FAX (A/C, No): 603-625-1107</b><br><b>E-MAIL ADDRESS: sandy.lacroix@usi.biz</b> |                               |
| <b>INSURED</b><br><b>Easter Seals NH, Inc.</b><br><b>Easter Seals NY, Inc.</b><br><b>555 Auburn Street</b><br><b>Manchester, NH 03103</b>         |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A: Philadelphia Insurance Company</b>                                                                | <b>NAIC #</b><br><b>23850</b> |
|                                                                                                                                                   |  | INSURER B:                                                                                                                                              |                               |
|                                                                                                                                                   |  | INSURER C:                                                                                                                                              |                               |
|                                                                                                                                                   |  | INSURER D:                                                                                                                                              |                               |
|                                                                                                                                                   |  | INSURER E:                                                                                                                                              |                               |
|                                                                                                                                                   |  | INSURER F:                                                                                                                                              |                               |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                                                                | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><input checked="" type="checkbox"/> <b>Professional Liab</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b> | X         | X        | PHPK1220846   | 09/01/2014              | 09/01/2015              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$3,000,000<br>PRODUCTS - COMP/OP AGG \$3,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> <b>ANY AUTO</b><br><input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b><br><input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>                                                                                                                       |           |          | PHPK1220846   | 09/01/2014              | 09/01/2015              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                           |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b><br>DED <input checked="" type="checkbox"/> <b>RETENTION \$10,000</b>                                                                                                                                                        |           |          | PHUB471553    | 09/01/2014              | 09/01/2015              | EACH OCCURRENCE \$15,000,000<br>AGGREGATE \$15,000,000<br>\$                                                                                                                                                                             |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> <b>Y/N</b><br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                             |           | N/A      |               |                         |                         | WC STATU-TORY LIMITS <input type="checkbox"/> <b>OTH-ER</b><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**\*\*Supplemental Names\*\*:** Easter Seals NY, Inc., Easter Seals ME, Inc., STS, Inc., Agency Realty, Inc., Easter Seals Rhode Island, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., - The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Division of Elderly & Adult Services  
 Health & Human Services;  
 State Office Park  
 129 Pleasant St., Brown Bldg  
 Concord, NH 03301-3857

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2010 ACORD CORPORATION. All rights reserved.

## DESCRIPTIONS (Continued from Page 1)

certificate holder that requires such status, and only with regard to the above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non Contributory" wording.

RE: Service Links



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/12/2014

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<br>Hays Companies of New England<br><br>133 Federal Street<br>2nd Floor<br>Boston, MA 02110 | 1-617-723-7775 | CONTACT NAME: John Paul Foley<br>PHONE: _____<br>FAX: _____<br>E-MAIL: jfoley@hayscompanies.com<br>ADDRESS: _____ | INSURER(S) AFFORDING COVERAGE<br>INSURER A: UNITED STATES FIRE INS CO<br>INSURER B: _____<br>INSURER C: _____<br>INSURER D: _____<br>INSURER E: _____<br>INSURER F: _____ | NAIC #<br>21113 |
| INSURED<br>Easter Seals New Hampshire, Inc.<br><br>555 Auburn Street<br>Manchester, NH 03103-4803    |                |                                                                                                                   |                                                                                                                                                                           |                 |

## COVERAGES

CERTIFICATE NUMBER: 42315995

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADOL SUBR INSR WVD               | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                  |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | GENERAL LIABILITY<br>COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> |                                  |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COM/PROP AGG \$                     |
|          | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>HIRED AUTOS<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS                                                                                                                                                         |                                  |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                         |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/><br>OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>                                                                                        |                                  |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                      |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                           | Y/N <input type="checkbox"/> N/A | 406-719683 1  | 01/01/15                | 01/01/16                | X WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)  
Evidence of Insurance

## CERTIFICATE HOLDER

Department of Health & Human Services  
  
129 Pleasant St.  
Concord, NH 03301  
USA

## 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





## **Mission:**

Easter Seals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

**Easter Seals New Hampshire, Inc.  
and Subsidiaries**

Consolidated Financial Statements and  
Other Financial Information

*Years Ended August 31, 2014 and 2013  
With Independent Auditors' Report*

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED FINANCIAL STATEMENTS AND  
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2014 and 2013

**CONTENTS**

|                                                                  | <u>Page</u> |
|------------------------------------------------------------------|-------------|
| Independent Auditors' Report                                     | 1           |
| Audited Consolidated Financial Statements:                       |             |
| Consolidated Statements of Financial Position                    | 3           |
| Consolidated Statements of Activities and Changes in Net Assets  | 4           |
| Consolidated Statements of Functional Expenses                   | 8           |
| Consolidated Statements of Cash Flows                            | 10          |
| Notes to Consolidated Financial Statements                       | 12          |
| Other Financial Information:                                     |             |
| Consolidating Statements of Financial Position                   | 37          |
| Consolidating Statements of Activities and Changes in Net Assets | 41          |
| Consolidating Statements of Functional Expenses                  | 45          |

**INDEPENDENT AUDITORS' REPORT**

To the Board of Directors  
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2014 and 2013, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

***Management's Responsibility for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

***Auditors' Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors  
Easter Seals New Hampshire, Inc. and Subsidiaries

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2014 and 2013, 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 Matter***

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 5, 2014 on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' 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 Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Manchester, New Hampshire  
December 5, 2014

*Baker Newman & Noyes*  
Limited Liability Company

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2014 and 2013

|                                                                                                                                                                                                    | <u>2014</u>         | <u>2013</u>         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| <u>ASSETS</u>                                                                                                                                                                                      |                     |                     |
| Current assets:                                                                                                                                                                                    |                     |                     |
| Cash and cash equivalents                                                                                                                                                                          | \$ 2,757,134        | \$ 3,042,621        |
| Accounts receivable from affiliates                                                                                                                                                                | 341,653             | 247,471             |
| Program and other accounts receivable, less contractual allowance<br>of \$218,900 in 2014 and \$210,300 in 2013, and allowance for<br>doubtful accounts of \$440,800 in 2014 and \$930,400 in 2013 | 10,122,747          | 11,224,708          |
| Contributions receivable, less allowance for doubtful<br>accounts of \$45,400 in 2014 and \$25,500 in 2013                                                                                         | 705,374             | 686,110             |
| Current portion of assets limited as to use                                                                                                                                                        | 300,046             | 541,961             |
| Prepaid expenses and other current assets                                                                                                                                                          | <u>678,326</u>      | <u>783,844</u>      |
| Total current assets                                                                                                                                                                               | 14,905,280          | 16,526,715          |
| Assets limited as to use, net of current portion                                                                                                                                                   | 986,277             | 4,558,513           |
| Fixed assets, net                                                                                                                                                                                  | 25,094,383          | 28,066,884          |
| Property held for sale                                                                                                                                                                             | 1,289,894           | 822,504             |
| Bond issuance costs, net                                                                                                                                                                           | 235,113             | 244,751             |
| Investments, at fair value                                                                                                                                                                         | 13,833,046          | 14,264,341          |
| Beneficial interest in trusts held by others and other assets                                                                                                                                      | <u>1,550,919</u>    | <u>6,830,800</u>    |
|                                                                                                                                                                                                    | <u>\$57,894,912</u> | <u>\$71,314,508</u> |
| <u>LIABILITIES AND NET ASSETS</u>                                                                                                                                                                  |                     |                     |
| Current liabilities:                                                                                                                                                                               |                     |                     |
| Lines of credit                                                                                                                                                                                    | \$ 2,197,904        | \$ 4,212,394        |
| Accounts payable                                                                                                                                                                                   | 1,907,743           | 1,812,128           |
| Accrued expenses                                                                                                                                                                                   | 4,251,482           | 4,143,454           |
| Current portion of deferred revenue                                                                                                                                                                | 858,258             | 839,567             |
| Current portion of interest rate swap agreements                                                                                                                                                   | 615,570             | 708,132             |
| Current portion of long-term debt                                                                                                                                                                  | <u>4,228,339</u>    | <u>796,290</u>      |
| Total current liabilities                                                                                                                                                                          | 14,059,296          | 12,511,965          |
| Deferred revenue, net of current portion                                                                                                                                                           | 999,167             | 4,218,053           |
| Other liabilities                                                                                                                                                                                  | 987,185             | 1,367,458           |
| Interest rate swap agreements, less current portion                                                                                                                                                | 2,714,243           | 2,050,214           |
| Long-term debt, less current portion                                                                                                                                                               | <u>18,976,300</u>   | <u>25,318,667</u>   |
| Total liabilities                                                                                                                                                                                  | 37,736,191          | 45,466,357          |
| Net assets:                                                                                                                                                                                        |                     |                     |
| Unrestricted                                                                                                                                                                                       | 14,189,337          | 14,767,708          |
| Temporarily restricted                                                                                                                                                                             | 944,862             | 925,437             |
| Permanently restricted                                                                                                                                                                             | <u>5,024,522</u>    | <u>10,155,006</u>   |
| Total net assets                                                                                                                                                                                   | <u>20,158,721</u>   | <u>25,848,151</u>   |
|                                                                                                                                                                                                    | <u>\$57,894,912</u> | <u>\$71,314,508</u> |

See accompanying notes.

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2014

|                                                              | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>       |
|--------------------------------------------------------------|---------------------|-----------------------------------|-----------------------------------|--------------------|
| Public support and revenue:                                  |                     |                                   |                                   |                    |
| Public support:                                              |                     |                                   |                                   |                    |
| Contributions                                                | \$ 744,262          | \$ 542,179                        | \$ 13,813                         | \$ 1,300,254       |
| Special events, net of related<br>direct costs of \$819,901  | 1,059,080           | 756,895                           | —                                 | 1,815,975          |
| Annual campaigns, net of related<br>direct costs of \$67,889 | 468,261             | 33,589                            | —                                 | 501,850            |
| Bequests                                                     | 448,558             | —                                 | —                                 | 448,558            |
| Net assets released from restrictions                        | <u>1,356,595</u>    | <u>(1,356,595)</u>                | <u>—</u>                          | <u>—</u>           |
| Total public support                                         | 4,076,756           | (23,932)                          | 13,813                            | 4,066,637          |
| Revenue:                                                     |                     |                                   |                                   |                    |
| Fees and grants from governmental<br>agencies                | 67,725,297          | —                                 | —                                 | 67,725,297         |
| Other fees and grants                                        | 25,094,296          | —                                 | —                                 | 25,094,296         |
| Sales to public                                              | 4,270,196           | —                                 | —                                 | 4,270,196          |
| Dividend and interest income                                 | 742,337             | 3,613                             | —                                 | 745,950            |
| Rental income                                                | 65,204              | —                                 | —                                 | 65,204             |
| Other                                                        | <u>459,188</u>      | <u>—</u>                          | <u>—</u>                          | <u>459,188</u>     |
| Total revenue                                                | <u>98,356,518</u>   | <u>3,613</u>                      | <u>—</u>                          | <u>98,360,131</u>  |
| Total public support and<br>revenue                          | 102,433,274         | (20,319)                          | 13,813                            | 102,426,768        |
| Operating expenses:                                          |                     |                                   |                                   |                    |
| Program services:                                            |                     |                                   |                                   |                    |
| Public health education                                      | 515,992             | —                                 | —                                 | 515,992            |
| Professional education                                       | 29,065              | —                                 | —                                 | 29,065             |
| Direct services                                              | <u>89,987,134</u>   | <u>—</u>                          | <u>—</u>                          | <u>89,987,134</u>  |
| Total program services                                       | 90,532,191          | —                                 | —                                 | 90,532,191         |
| Supporting services:                                         |                     |                                   |                                   |                    |
| Management and general                                       | 9,419,570           | —                                 | —                                 | 9,419,570          |
| Fundraising                                                  | <u>2,006,939</u>    | <u>—</u>                          | <u>—</u>                          | <u>2,006,939</u>   |
| Total supporting services                                    | <u>11,426,509</u>   | <u>—</u>                          | <u>—</u>                          | <u>11,426,509</u>  |
| Total functional expenses                                    | 101,958,700         | —                                 | —                                 | 101,958,700        |
| Support of National programs                                 | <u>122,586</u>      | <u>—</u>                          | <u>—</u>                          | <u>122,586</u>     |
| Total operating expenses                                     | <u>102,081,286</u>  | <u>—</u>                          | <u>—</u>                          | <u>102,081,286</u> |
| Increase (decrease) in net assets from operations            | 351,988             | (20,319)                          | 13,813                            | 345,482            |

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2014

|                                                                                    | <u>Unrestricted</u>      | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>             |
|------------------------------------------------------------------------------------|--------------------------|-----------------------------------|-----------------------------------|--------------------------|
| Other nonoperating expenses, gains and losses:                                     |                          |                                   |                                   |                          |
| Change in fair value of interest rate swaps                                        | \$ (594,854)             | \$ —                              | \$ —                              | \$ (594,854)             |
| Net unrealized and realized gains<br>on investments                                | 1,496,964                | 37,986                            | —                                 | 1,534,950                |
| Increase in fair value of beneficial<br>interest in trusts held by others          | —                        | —                                 | 574,970                           | 574,970                  |
| Gain on sales and disposals of property,<br>plant and equipment                    | 14,352                   | —                                 | —                                 | 14,352                   |
| Other nonoperating losses                                                          | <u>(249,092)</u>         | <u>—</u>                          | <u>—</u>                          | <u>(249,092)</u>         |
|                                                                                    | <u>667,370</u>           | <u>37,986</u>                     | <u>574,970</u>                    | <u>1,280,326</u>         |
| <br>Increase in net assets before effects<br>of deconsolidation of affiliate       | <br>1,019,358            | <br>17,667                        | <br>588,783                       | <br>1,625,808            |
| <br>Deconsolidation of affiliate – see note 12                                     | <br><u>(121,612)</u>     | <br><u>(200)</u>                  | <br><u>(5,719,267)</u>            | <br><u>(5,841,079)</u>   |
| <br>Increase (decrease) in net assets before<br>effects of discontinued operations | <br>897,746              | <br>17,467                        | <br>(5,130,484)                   | <br>(4,215,271)          |
| <br>Loss from discontinued operations –<br>see note 13                             | <br><u>(1,476,117)</u>   | <br><u>1,958</u>                  | <br><u>—</u>                      | <br><u>(1,474,159)</u>   |
| <br>Total (decrease) increase in net assets                                        | <br>(578,371)            | <br>19,425                        | <br>(5,130,484)                   | <br>(5,689,430)          |
| <br>Net assets at beginning of year                                                | <br><u>14,767,708</u>    | <br><u>925,437</u>                | <br><u>10,155,006</u>             | <br><u>25,848,151</u>    |
| <br>Net assets at end of year                                                      | <br><u>\$ 14,189,337</u> | <br><u>\$ 944,862</u>             | <br><u>\$ 5,024,522</u>           | <br><u>\$ 20,158,721</u> |

See accompanying notes.



# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2013

|                                                              | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>      |
|--------------------------------------------------------------|---------------------|-----------------------------------|-----------------------------------|-------------------|
| Public support and revenue:                                  |                     |                                   |                                   |                   |
| Public support:                                              |                     |                                   |                                   |                   |
| Contributions                                                | \$ 861,583          | \$ 1,622,346                      | \$ 13,648                         | \$ 2,497,577      |
| Special events, net of related<br>direct costs of \$307,832  | 857,369             | 131,154                           | —                                 | 988,523           |
| Annual campaigns, net of related<br>direct costs of \$80,637 | 391,930             | 51,304                            | —                                 | 443,234           |
| Bequests                                                     | 369,823             | —                                 | —                                 | 369,823           |
| Net assets released from restrictions                        | <u>1,497,063</u>    | <u>(1,497,063)</u>                | <u>—</u>                          | <u>—</u>          |
| Total public support                                         | 3,977,768           | 307,741                           | 13,648                            | 4,299,157         |
| Revenue:                                                     |                     |                                   |                                   |                   |
| Fees and grants from governmental<br>agencies                | 63,628,203          | —                                 | —                                 | 63,628,203        |
| Other fees and grants                                        | 24,013,223          | —                                 | —                                 | 24,013,223        |
| Sales to public                                              | 4,019,558           | —                                 | —                                 | 4,019,558         |
| Dividend and interest income                                 | 681,151             | 1,141                             | —                                 | 682,292           |
| Rental income                                                | 144,771             | —                                 | —                                 | 144,771           |
| Other                                                        | <u>679,263</u>      | <u>—</u>                          | <u>—</u>                          | <u>679,263</u>    |
| Total revenue                                                | <u>93,166,169</u>   | <u>1,141</u>                      | <u>—</u>                          | <u>93,167,310</u> |
| Total public support and revenue                             | 97,143,937          | 308,882                           | 13,648                            | 97,466,467        |
| Operating expenses:                                          |                     |                                   |                                   |                   |
| Program services:                                            |                     |                                   |                                   |                   |
| Public health education                                      | 609,102             | —                                 | —                                 | 609,102           |
| Professional education                                       | 41,275              | —                                 | —                                 | 41,275            |
| Direct services                                              | <u>84,342,495</u>   | <u>—</u>                          | <u>—</u>                          | <u>84,342,495</u> |
| Total program services                                       | 84,992,872          | —                                 | —                                 | 84,992,872        |
| Supporting services:                                         |                     |                                   |                                   |                   |
| Management and general                                       | 9,403,893           | —                                 | —                                 | 9,403,893         |
| Fundraising                                                  | <u>1,755,299</u>    | <u>—</u>                          | <u>—</u>                          | <u>1,755,299</u>  |
| Total supporting services                                    | <u>11,159,192</u>   | <u>—</u>                          | <u>—</u>                          | <u>11,159,192</u> |
| Total functional expenses                                    | 96,152,064          | —                                 | —                                 | 96,152,064        |
| Support of National programs                                 | <u>121,780</u>      | <u>—</u>                          | <u>—</u>                          | <u>121,780</u>    |
| Total operating expenses                                     | <u>96,273,844</u>   | <u>—</u>                          | <u>—</u>                          | <u>96,273,844</u> |
| Increase in net assets from operations                       | 870,093             | 308,882                           | 13,648                            | 1,192,623         |

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2013

|                                                                           | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>        |
|---------------------------------------------------------------------------|---------------------|-----------------------------------|-----------------------------------|---------------------|
| Other nonoperating expenses, gains and losses:                            |                     |                                   |                                   |                     |
| Change in fair value of interest rate swaps                               | \$ 2,377,632        | \$ —                              | \$ —                              | \$ 2,377,632        |
| Net unrealized and realized gains<br>on investments                       | 789,496             | 24,173                            | —                                 | 813,669             |
| Increase in fair value of beneficial<br>interest in trusts held by others | —                   | —                                 | 239,436                           | 239,436             |
| Other nonoperating losses                                                 | (107,120)           | —                                 | —                                 | (107,120)           |
| Gain on sales and disposals of property,<br>plant and equipment           | <u>7,392</u>        | <u>—</u>                          | <u>—</u>                          | <u>7,392</u>        |
|                                                                           | <u>3,067,400</u>    | <u>24,173</u>                     | <u>239,436</u>                    | <u>3,331,009</u>    |
| Increase in net assets before<br>effects of discontinued operations       | 3,937,493           | 333,055                           | 253,084                           | 4,523,632           |
| Loss from discontinued operations                                         | <u>(1,107,544)</u>  | <u>(6,368)</u>                    | <u>—</u>                          | <u>(1,113,912)</u>  |
| Total increase in net assets                                              | 2,829,949           | 326,687                           | 253,084                           | 3,409,720           |
| Net assets at beginning of year                                           | <u>11,937,759</u>   | <u>598,750</u>                    | <u>9,901,922</u>                  | <u>22,438,431</u>   |
| Net assets at end of year                                                 | <u>\$14,767,708</u> | <u>\$ 925,437</u>                 | <u>\$10,155,006</u>               | <u>\$25,848,151</u> |

See accompanying notes.

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

|                                                | Program Services <sup>(1)</sup> |                                |                     | Supporting Services <sup>(1)</sup> |                    | Total               | Total Program <sup>(1)</sup><br>and Supporting<br>Services Expenses |                     |
|------------------------------------------------|---------------------------------|--------------------------------|---------------------|------------------------------------|--------------------|---------------------|---------------------------------------------------------------------|---------------------|
|                                                | Public<br>Health<br>Education   | Profes-<br>sional<br>Education | Direct<br>Services  | Manage-<br>ment and<br>General     | Fund-<br>Raising   |                     | 2014                                                                | 2013                |
| Salaries and related expenses                  | \$377,333                       | \$ -                           | \$68,675,876        | \$6,215,011                        | \$1,585,198        | \$ 7,800,209        | \$ 76,853,418                                                       | \$71,803,968        |
| Professional fees                              | 20,447                          | -                              | 7,603,267           | 1,739,786                          | 144,242            | 1,884,028           | 9,507,742                                                           | 9,220,138           |
| Supplies                                       | 5,348                           | -                              | 2,573,547           | 70,007                             | 29,342             | 99,349              | 2,678,244                                                           | 2,701,644           |
| Telephone                                      | 2,103                           | -                              | 546,513             | 306,174                            | 12,483             | 318,657             | 867,273                                                             | 842,598             |
| Postage and shipping                           | 5,776                           | -                              | 60,188              | 37,433                             | 9,607              | 47,040              | 113,004                                                             | 114,771             |
| Occupancy                                      | 13,740                          | -                              | 3,567,064           | 382,641                            | 116,960            | 499,601             | 4,080,405                                                           | 3,818,455           |
| Outside printing, artwork and media            | 44,572                          | -                              | 45,428              | 6,951                              | 30,076             | 37,027              | 127,027                                                             | 129,997             |
| Travel                                         | 5,695                           | -                              | 2,515,521           | 47,958                             | 25,749             | 73,707              | 2,594,923                                                           | 2,603,224           |
| Conventions and meetings                       | 36,240                          | 29,065                         | 208,482             | 57,207                             | 39,580             | 96,787              | 370,574                                                             | 391,528             |
| Specific assistance to individuals             | (1)                             | -                              | 1,232,641           | 12,820                             | -                  | 12,820              | 1,245,460                                                           | 956,791             |
| Dues and subscriptions                         | -                               | -                              | 23,206              | 14,917                             | 2,716              | 17,633              | 40,839                                                              | 49,217              |
| Minor equipment purchases and equipment rental | 537                             | -                              | 256,918             | 106,538                            | 5,663              | 112,201             | 369,656                                                             | 426,239             |
| Ads, fees and miscellaneous                    | 4,075                           | -                              | 30,638              | 5,316                              | 3,747              | 9,063               | 43,776                                                              | 99,624              |
| Interest                                       | -                               | -                              | 934,985             | 241,231                            | -                  | 241,231             | 1,176,216                                                           | 1,093,656           |
| Facility tax assessment                        | -                               | -                              | 182,791             | -                                  | -                  | -                   | 182,791                                                             | 311,041             |
| Depreciation and amortization                  | 127                             | -                              | 1,530,069           | 175,580                            | 1,576              | 177,156             | 1,707,352                                                           | 1,589,173           |
|                                                | <u>\$515,992</u>                | <u>\$29,065</u>                | <u>\$89,987,134</u> | <u>\$9,419,570</u>                 | <u>\$2,006,939</u> | <u>\$11,426,509</u> | <u>\$ 101,958,700</u>                                               | <u>\$96,152,064</u> |
|                                                | 0.51%                           | 0.03%                          | 88.26%              | 88.80%                             | 9.24%              | 1.96%               | 100.00%                                                             | 100.00%             |

<sup>(1)</sup> Excludes expenses related to deconsolidated affiliate and discontinued operations – see notes 12 and 13.

See accompanying notes.

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2013

|                                                   | Program Services <sup>(1)</sup> |                                |                     | Supporting Services <sup>(1)</sup> |                    |                     | Total Program <sup>(1)</sup><br>and Supporting<br>Services Expenses |
|---------------------------------------------------|---------------------------------|--------------------------------|---------------------|------------------------------------|--------------------|---------------------|---------------------------------------------------------------------|
|                                                   | Public<br>Health<br>Education   | Profes-<br>sional<br>Education | Direct<br>Services  | Manage-<br>ment and<br>General     | Fund-<br>Raising   | Total               | 2013                                                                |
| Salaries and related expenses                     | \$432,105                       | \$ -                           | \$64,016,840        | \$6,141,709                        | \$1,213,314        | \$ 7,355,023        | \$71,803,968                                                        |
| Professional fees                                 | 24,682                          | -                              | 7,352,186           | 1,605,708                          | 237,562            | 1,843,270           | 9,220,138                                                           |
| Supplies                                          | 19,447                          | -                              | 2,580,451           | 69,601                             | 32,145             | 101,746             | 2,701,644                                                           |
| Telephone                                         | 3,233                           | -                              | 525,614             | 301,010                            | 12,741             | 313,751             | 842,598                                                             |
| Postage and shipping                              | 4,968                           | -                              | 52,626              | 49,897                             | 7,280              | 57,177              | 114,771                                                             |
| Occupancy                                         | 18,838                          | -                              | 3,194,945           | 495,234                            | 109,438            | 604,672             | 3,818,455                                                           |
| Outside printing, artwork and<br>media            | 30,470                          | -                              | 46,206              | 9,565                              | 43,756             | 53,321              | 129,997                                                             |
| Travel                                            | 13,155                          | -                              | 2,521,678           | 35,696                             | 32,695             | 68,391              | 2,603,224                                                           |
| Conventions and meetings                          | 45,984                          | 41,275                         | 208,479             | 45,752                             | 50,038             | 95,790              | 391,528                                                             |
| Specific assistance to individuals                | -                               | -                              | 944,796             | 11,995                             | -                  | 11,995              | 956,791                                                             |
| Dues and subscriptions                            | 1,318                           | -                              | 21,710              | 16,128                             | 10,061             | 26,189              | 49,217                                                              |
| Minor equipment purchases<br>and equipment rental | 4,592                           | -                              | 266,270             | 152,783                            | 2,594              | 155,377             | 426,239                                                             |
| Ads, fees and miscellaneous                       | 10,104                          | -                              | 73,694              | 13,423                             | 2,403              | 15,826              | 99,624                                                              |
| Interest                                          | -                               | -                              | 856,315             | 237,341                            | -                  | 237,341             | 1,093,656                                                           |
| Facility tax assessment                           | -                               | -                              | 311,041             | -                                  | -                  | -                   | 311,041                                                             |
| Depreciation and amortization                     | 206                             | -                              | 1,369,644           | 218,051                            | 1,272              | 219,323             | 1,589,173                                                           |
|                                                   | <u>\$609,102</u>                | <u>\$41,275</u>                | <u>\$84,342,495</u> | <u>\$9,403,893</u>                 | <u>\$1,755,299</u> | <u>\$11,159,192</u> | <u>\$96,152,064</u>                                                 |
|                                                   | 0.63%                           | 0.04%                          | 87.72%              | 9.78%                              | 1.83%              | 11.61%              | 100.00%                                                             |

(1) Excludes expenses related to discontinued operations – see note 13.

See accompanying notes.

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2014 and 2013

|                                                                                                                          | <u>2014</u>         | <u>2013</u>         |
|--------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| Cash flows from operating activities:                                                                                    |                     |                     |
| (Decrease) increase in net assets                                                                                        | \$ (5,689,430)      | \$ 3,409,720        |
| Adjustments to reconcile (decrease) increase in net assets to net cash provided (used) by operating activities:          |                     |                     |
| Depreciation and amortization                                                                                            | 1,771,703           | 1,807,843           |
| Bad debt provision                                                                                                       | 265,007             | 774,569             |
| Increase in fair value of beneficial interest in trusts held by others                                                   | (574,970)           | (239,436)           |
| Net loss (gain) on sales and disposals of property, plant and equipment and property held for sale and impairment losses | 125,346             | (283,942)           |
| Change in fair value of interest rate swaps                                                                              | 594,855             | (2,377,632)         |
| Net unrealized and realized gains on investments                                                                         | (1,534,950)         | (813,669)           |
| Deconsolidation of affiliate – see note 12                                                                               | 5,841,079           | –                   |
| Changes in operating assets and liabilities:                                                                             |                     |                     |
| Accounts receivable from affiliates                                                                                      | (94,182)            | 194,509             |
| Program and other accounts receivable                                                                                    | 818,382             | (2,677,707)         |
| Contributions receivable                                                                                                 | (20,090)            | (194,381)           |
| Prepaid expenses and other current assets                                                                                | 102,454             | 520,329             |
| Other assets                                                                                                             | 81,516              | (4,483)             |
| Accounts payable and accrued expenses                                                                                    | 304,390             | (1,037,545)         |
| Rate reserve                                                                                                             | –                   | (435,008)           |
| Deferred revenue                                                                                                         | (61,478)            | (478,150)           |
| Other liabilities                                                                                                        | <u>(380,273)</u>    | <u>198,799</u>      |
| Net cash provided (used) by operating activities                                                                         | 1,549,359           | (1,636,184)         |
| Cash flows from investing activities:                                                                                    |                     |                     |
| Purchases of property, plant and equipment                                                                               | (1,244,361)         | (4,859,057)         |
| Proceeds from sale of property, plant and equipment and property held for sale                                           | 15,225              | 531,189             |
| Cash provided for deconsolidation of affiliate                                                                           | (21,440)            | –                   |
| (Increase) decrease in investments, net                                                                                  | 1,709,413           | (444,915)           |
| Change in assets limited as to use                                                                                       | <u>265,625</u>      | <u>375,304</u>      |
| Net cash provided (used) by investing activities                                                                         | 724,462             | (4,397,479)         |
| Cash flows from financing activities:                                                                                    |                     |                     |
| Repayment of long-term debt                                                                                              | (825,393)           | (750,199)           |
| Issuance of long-term debt                                                                                               | 280,575             | 3,194,506           |
| Repayments on lines of credit                                                                                            | (53,526,692)        | (27,372,936)        |
| Borrowings on lines of credit                                                                                            | <u>51,512,202</u>   | <u>29,602,726</u>   |
| Net cash (used) provided by financing activities                                                                         | <u>(2,559,308)</u>  | <u>4,674,097</u>    |
| Decrease in cash and cash equivalents                                                                                    | (285,487)           | (1,359,566)         |
| Cash and cash equivalents, beginning of year                                                                             | <u>3,042,621</u>    | <u>4,402,187</u>    |
| Cash and cash equivalents, end of year                                                                                   | <u>\$ 2,757,134</u> | <u>\$ 3,042,621</u> |

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)**

Years Ended August 31, 2014 and 2013

|                                                   | <u>2014</u>         | <u>2013</u>         |
|---------------------------------------------------|---------------------|---------------------|
| Supplemental disclosure of cash flow information: |                     |                     |
| Interest paid                                     | \$ <u>1,201,000</u> | \$ <u>1,119,000</u> |

In 2014, Easter Seals NH transferred its sole member interest in a consolidated affiliate to an unrelated party (see note 12). During 2014 and 2013, Easter Seals NH transferred property with a net carrying value of \$607,088 and \$16,224, respectively, from fixed assets to property held for sale.

See accompanying notes.

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

### 1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals New York, Inc. (Easter Seals NY); Easter Seals Maine, Inc. (Easter Seals ME); Easter Seals Rhode Island, Inc. (Easter Seals RI); Agency Realty, Inc. (real estate corporation); The Harbor Schools Incorporated (Harbor Schools); Manchester Alcoholism Rehabilitation Center; Easter Seals Connecticut, Inc. (Easter Seals CT); and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

On May 22, 2013 the Board of Directors of Easter Seals New Hampshire, Inc. voted to dissolve and transfer the assets and liabilities of Special Transit Services, Inc. to Easter Seals New Hampshire, Inc.

On March 22, 2013, the Board of Directors of Easter Seals NY, voted to discontinue the Bronx Early Intervention program. On July 1, 2013, the Center for Therapeutic Recreation program located in Portland, Maine was transferred to the City of Portland and at that same time Easter Seals ME discontinued offering those services. On September 25, 2013, the Board of Directors of Easter Seals CT voted to discontinue the camp programs and cease all operations effective November 16, 2013. On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary, and also voted to approve discontinuing the group home and special education programs in Rutland, Vermont. On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing. See also note 13.

In May 2013, the Boards of Directors of Manchester Alcoholism Rehabilitation Center and Webster Place voted to merge the two organizations with Manchester Alcohol Rehabilitation Center being the surviving corporation, having found such merger to be in the best interest of both organizations. The effective date of the merger was September 1, 2013.

On July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. See also note 12.

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, New York, Maine, Massachusetts (prior to the closure of Harbor Schools), Rhode Island, Vermont and Connecticut.

### 2. Summary of Significant Accounting Policies

#### Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member. Significant intercompany accounts and transactions have been eliminated in consolidation.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 2. Summary of Significant Accounting Policies (Continued)

##### Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. Approximately \$2,483,000 and \$2,432,000, respectively, of cash and cash equivalents, and approximately \$2,512,000 and \$2,238,000, respectively, of investments were on-hand under this practice as of August 31, 2014 and 2013, respectively.

##### Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other nonoperating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

##### Beneficial Interest in Trusts

Easter Seals NH is the beneficiary of several trusts held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trusts and such amount is included in permanently restricted net assets, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other nonoperating expenses, gains and losses as permanently restricted activity.

##### Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. See also note 5.

Property held for sale is recorded at the lower of net realizable value or carrying value. Easter Seals NH recognized impairment losses on certain property held for sale in 2014 of \$139,698, which is recorded in other nonoperating losses.



## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 2. Summary of Significant Accounting Policies (Continued)

##### Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment. Intangible assets at August 31, 2014 and 2013 consist of a patient list obtained in the acquisition of Webster Place.

Expected amortization of intangible assets through the end of their useful lives is as follows:

|            |                  |
|------------|------------------|
| 2015       | \$ 33,130        |
| 2016       | 33,130           |
| 2017       | 33,130           |
| 2018       | 33,130           |
| 2019       | 33,130           |
| Thereafter | <u>66,263</u>    |
|            | <u>\$231,913</u> |

Amortization expense recognized for the patient list in 2014 and 2013 totaled \$33,130.

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Based on current facts, estimates and assumptions, management believes that no long-lived assets were impaired at August 31, 2014 and 2013.

##### Bond Issuance Costs

Bond issuance costs are being amortized by the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Amortization expense recognized during 2014 and 2013 was \$9,638.

##### Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known. Easter Seals NY recognized additional revenue of approximately \$7,654 in 2014 and \$1,046,000 in 2013 due to favorable rate adjustments approved by the State of New York.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 2. Summary of Significant Accounting Policies (Continued)

A third-party payor for three Easter Seals NY programs charged a facility tax assessment on a monthly basis in 2014 and 2013. The charges are a part of Easter Seals NY's reimbursement contract with the payor. The facility tax assessment is based on approved rates. As of August 31, 2014 and 2013, the facility tax assessment due was approximately \$136,000 and \$138,000, respectively, and is recorded in deferred revenue in the accompanying statements of financial position.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectibility of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2014 and 2013 totaled \$265,007 and \$774,569, respectively.

Unconditional contributions are recognized when pledged.

#### Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

#### Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

#### Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$6,802,000 and \$7,373,000 for the years ended August 31, 2014 and 2013, respectively.

#### Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals NY, Easter Seals ME, Easter Seals VT, Easter Seals RI, Harbor Schools, Manchester Alcoholism Rehabilitation Center and Easter Seals CT are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and, for Easter Seals NY of the Not-for-Profit Corporation Law of the State of New York. Agency Realty, Inc. received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 2. Summary of Significant Accounting Policies (Continued)

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. Easter Seals New Hampshire, Inc. and its subsidiaries are no longer subject to income tax examinations by the federal or state tax authorities for years prior to 2011.

#### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

#### Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreements described in note 8. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreements (not the notional amount) in the event of nonperformance of the other party to the swap agreements. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2014 and 2013, Easter Seals NH had recognized a liability of \$3,329,813 and \$2,758,346, respectively, as a result of the interest rate swap agreements discussed in note 8. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an decrease in net assets of \$571,467 (\$23,387 of which is included in deconsolidation of affiliate as an increase in net assets) for the year ending August 31, 2014, and an increase in net assets of \$2,377,632 for the year ending August 31, 2013 related to swap agreements.

#### Increase in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase (decrease) in net assets from operations. The primary transactions reported as other nonoperating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the increase in the fair value of beneficial interest in trusts held by others, gains and losses on sales and disposals of property, plant and equipment, and net realized and unrealized gains on investments.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 2. Summary of Significant Accounting Policies (Continued)

##### Reclassifications

Certain amounts in the 2013 consolidated financial statements have been reclassified to conform to the 2014 presentation.

##### Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 5, 2014, the date these consolidated financial statements were available to be issued.

#### 3. Classification of Net Assets

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by Easter Seals NH has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions. Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals NH in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

### 3. Classification of Net Assets (Continued)

#### Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds at August 31, 2014 and 2013 are as follows:

|                            | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>       |
|----------------------------|-----------------------------------|-----------------------------------|--------------------|
| <u>2014</u>                |                                   |                                   |                    |
| Camping program            | \$ 3,072                          | \$ 364,869                        | \$ 367,941         |
| Other programs             | 33,332                            | 353,019                           | 386,351            |
| Operations                 | <u>—</u>                          | <u>3,613,207</u>                  | <u>3,613,207</u>   |
| Total endowment net assets | <u>\$36,404</u>                   | <u>\$4,331,095</u>                | <u>\$4,367,499</u> |
| <u>2013</u>                |                                   |                                   |                    |
| Camping program            | \$ 1,918                          | \$ 363,869                        | \$ 365,787         |
| Other programs             | 18,913                            | 340,203                           | 359,116            |
| Operations                 | <u>—</u>                          | <u>3,613,207</u>                  | <u>3,613,207</u>   |
| Total endowment net assets | <u>\$20,831</u>                   | <u>\$4,317,279</u>                | <u>\$4,338,110</u> |

#### Changes in Endowment Net Assets

During the years ended August 31, 2014 and 2013, Easter Seals NH had the following endowment-related activities:

|                                            | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>       |
|--------------------------------------------|-----------------------------------|-----------------------------------|--------------------|
| Net endowment assets, August 31, 2012      | \$ 16,043                         | \$4,303,631                       | \$4,319,674        |
| Investment return:                         |                                   |                                   |                    |
| Investment income, net of fees             | 18,777                            | —                                 | 18,777             |
| Net appreciation (realized and unrealized) | 563,208                           | —                                 | 563,208            |
| Contributions                              | —                                 | 13,648                            | 13,648             |
| Appropriated for expenditure               | <u>(577,197)</u>                  | <u>—</u>                          | <u>(577,197)</u>   |
| Net endowment assets, August 31, 2013      | 20,831                            | 4,317,279                         | 4,338,110          |
| Investment return:                         |                                   |                                   |                    |
| Investment income, net of fees             | 22,617                            | —                                 | 22,617             |
| Net appreciation (realized and unrealized) | 970,963                           | —                                 | 970,963            |
| Contributions                              | —                                 | 13,816                            | 13,816             |
| Appropriated for expenditure               | <u>(978,007)</u>                  | <u>—</u>                          | <u>(978,007)</u>   |
| Net endowment assets, August 31, 2014      | <u>\$ 36,404</u>                  | <u>\$4,331,095</u>                | <u>\$4,367,499</u> |

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

### 3. Classification of Net Assets (Continued)

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2014 and 2013 are as follows:

|                                | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted<br/>(See Note 11)</u> | <u>Total Non-<br/>Endowment<br/>Net Assets</u> |
|--------------------------------|---------------------|-----------------------------------|-----------------------------------------------------|------------------------------------------------|
| <u>2014</u>                    |                     |                                   |                                                     |                                                |
| Seniors program                | \$ —                | \$ 23,866                         | \$ —                                                | \$ 23,866                                      |
| Veterans program               | 263,880             | 9,702                             | —                                                   | 273,582                                        |
| India initiative               | 104,600             | 668,198                           | —                                                   | 772,798                                        |
| Other programs                 | —                   | 174,192                           | —                                                   | 174,192                                        |
| Operations                     | <u>13,820,857</u>   | <u>32,500</u>                     | <u>693,427</u>                                      | <u>14,546,784</u>                              |
| Total non-endowment net assets | <u>\$14,189,337</u> | <u>\$908,458</u>                  | <u>\$ 693,427</u>                                   | <u>\$15,791,222</u>                            |
| <u>2013</u>                    |                     |                                   |                                                     |                                                |
| Seniors program                | \$ 88,902           | \$ 11,729                         | \$ —                                                | \$ 100,631                                     |
| Veterans program               | —                   | 517,035                           | —                                                   | 517,035                                        |
| India initiative               | —                   | 57,881                            | —                                                   | 57,881                                         |
| Other programs                 | —                   | 285,461                           | —                                                   | 285,461                                        |
| Operations                     | <u>14,678,806</u>   | <u>32,500</u>                     | <u>5,837,727</u>                                    | <u>20,549,033</u>                              |
| Total non-endowment net assets | <u>\$14,767,708</u> | <u>\$904,606</u>                  | <u>\$5,837,727</u>                                  | <u>\$21,510,041</u>                            |

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2014 or 2013.

### Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 3. Classification of Net Assets (Continued)

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

#### 4. Leases

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$2,420,000 and \$2,168,000 for the years ended August 31, 2014 and 2013, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2014, through the remaining contractual term of the underlying lease agreements, are as follows:

##### Year Ended August 31:

|            |             |
|------------|-------------|
| 2015       | \$2,018,870 |
| 2016       | 1,486,328   |
| 2017       | 1,044,716   |
| 2018       | 385,129     |
| 2019       | 221,698     |
| Thereafter | 31,240      |

Easter Seals NY leases certain facilities for school operations from unrelated parties at lease terms that are either below fair market value, or that are almost entirely rent-free. Under accounting principles generally accepted in the United States of America, lease agreements must be evaluated based upon their economic substance rather than legal form, and a lease subsidy would be recorded as both contribution and rental expense. However, Easter Seals NH has determined that such amounts would not be material to the accompanying consolidated financial statements.

Easter Seals NY subleases certain office space located at 11 West 42<sup>nd</sup> Street in New York to an unrelated party. The sublease agreement expires in February 2014. Total rental income earned under this sublease agreement for the years ended August 31, 2014 and 2013 was approximately \$65,000 and \$144,000, respectively.

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

### 5. Fixed Assets

Fixed assets consist of the following at August 31:

|                                                | <u>2014</u>          | <u>2013</u>          |
|------------------------------------------------|----------------------|----------------------|
| Buildings                                      | \$ 27,225,674        | \$ 33,015,085        |
| Land and land improvements                     | 2,696,051            | 3,494,009            |
| Leasehold improvements                         | 997,631              | 952,100              |
| Office equipment and furniture                 | 9,679,631            | 9,917,122            |
| Vehicles                                       | 3,250,383            | 3,225,015            |
| Construction in progress                       | <u>296,043</u>       | <u>216,678</u>       |
|                                                | 44,145,413           | 50,820,009           |
| Less accumulated depreciation and amortization | <u>(19,051,030)</u>  | <u>(22,753,125)</u>  |
|                                                | <u>\$ 25,094,383</u> | <u>\$ 28,066,884</u> |

Depreciation and amortization expense related to fixed assets totaled \$1,728,935 and \$1,765,075 in 2014 and 2013, respectively. Depreciation and amortization of fixed assets included within discontinued operations in 2014 and 2013 totaled \$64,351 and \$218,670, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately \$1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for \$1. The contribution representing the fair value of the building has been recorded as deferred revenue at August 31, 2014 and 2013.

### 6. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

|                                  | <u>2014</u>         | <u>2013</u>         |
|----------------------------------|---------------------|---------------------|
| Cash and cash equivalents        | \$ 523,616          | \$ 3,513,266        |
| Certificates of deposit          | —                   | 554,282             |
| Marketable equity securities     | 1,883,153           | 2,770,110           |
| Mutual funds                     | 11,634,793          | 10,992,033          |
| Corporate and foreign bonds      | 711,063             | 903,497             |
| Government and agency securities | <u>366,744</u>      | <u>631,627</u>      |
|                                  | 15,119,369          | 19,364,815          |
| Less: assets limited as to use   | <u>(1,286,323)</u>  | <u>(5,100,474)</u>  |
| Total investments, at fair value | <u>\$13,833,046</u> | <u>\$14,264,341</u> |



# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

### 6. Investments and Assets Limited as to Use (Continued)

The composition of assets limited as to use at August 31, 2014 and 2013 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

|                                                                                                                                         | <u>2014</u>        | <u>2013</u>        |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|
| Under an agreement with the State of Connecticut, which provides that the funds be utilized for certain allowable program expenditures: |                    |                    |
| Cash and cash equivalents                                                                                                               | \$     —           | \$2,310,566        |
| Certificates of deposit                                                                                                                 | —                  | 554,282            |
| Mutual funds                                                                                                                            | —                  | 428,148            |
| Marketable equity securities                                                                                                            | <u>—</u>           | <u>151,573</u>     |
|                                                                                                                                         | —                  | 3,444,569          |
| Under a deferred compensation plan (see note 7):                                                                                        |                    |                    |
| Investments                                                                                                                             | 986,277            | 1,367,127          |
| Maintained in escrow to make required payments on certain bonds (see note 8):                                                           |                    |                    |
| Cash and cash equivalents                                                                                                               | <u>300,046</u>     | <u>288,778</u>     |
| Total assets limited as to use                                                                                                          | <u>\$1,286,323</u> | <u>\$5,100,474</u> |

The principal components of investment income and net realized and unrealized gains included in continuing operations and other nonoperating expenses, gains and losses are summarized below.

|                                                                                  | <u>2014</u>        | <u>2013</u>        |
|----------------------------------------------------------------------------------|--------------------|--------------------|
| Unrestricted investment income and unrealized and realized gains on investments: |                    |                    |
| Dividend and interest income                                                     | \$ 742,337         | \$ 681,151         |
| Net unrealized gains                                                             | 668,363            | 231,743            |
| Net realized gains                                                               | <u>828,601</u>     | <u>557,753</u>     |
|                                                                                  | 2,239,301          | 1,470,647          |
| Restricted investment income and unrealized and realized gains on investments:   |                    |                    |
| Dividend and interest income                                                     | 3,613              | 1,141              |
| Net unrealized gains                                                             | 20,109             | 7,631              |
| Net realized gains                                                               | <u>17,877</u>      | <u>16,542</u>      |
|                                                                                  | <u>41,599</u>      | <u>25,314</u>      |
|                                                                                  | <u>\$2,280,900</u> | <u>\$1,495,961</u> |

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

### 7. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Employee contributions may be matched by Easter Seals NH as determined in the annual budget. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$673,000 and \$474,000 for the years ended August 31, 2014 and 2013, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$128,000 and \$130,000 to this plan during the years ended August 31, 2014 and 2013, respectively. The assets and liabilities associated with this plan were \$986,277 and \$1,367,127 at August 31, 2014 and 2013, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

### 8. Borrowings

Borrowings consist of the following at August 31:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <u>2014</u>  | <u>2013</u>  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| Revenue Bonds, Series 2004A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with a variable rate determined through weekly remarketing (0.06% at August 31, 2014) through December 2034, annual principal payments continually increasing from \$400,000 to \$1,060,000 with a final payment of \$1,060,000 due December 2034, secured by a pledge of all gross receipts of Easter Seals NH and certain letters of credit (see below) | \$14,275,000 | \$14,660,000 |
| Revenue Bonds, Series 2010, issued through the Monroe County Industrial Development Corporation, interest only payments due through December 2011, after which monthly principal and interest payments ranging from \$10,050 to \$21,980 are required through the maturity date of December 31, 2040. Interest is payable monthly at a rate equal to 68% of the sum of the monthly LIBOR rate plus 2.65% (1.91% at August 31, 2014)                                                     | 4,929,360    | 5,052,360    |
| Mortgage payable to a bank with a variable rate of LIBOR plus 2.65%, principal of \$9,500 plus interest payable monthly, with a final payment of \$2,299,000 due March 2015, secured by all business assets and property of Easter Seals CT, excluding certain assets limited as to use (see deconsolidation of affiliate – note 12).                                                                                                                                                   | —            | 2,470,000    |

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

### 8. Borrowings (Continued)

|                                                                                                                                                                                                                                                                                                                                                                                                     | <u>2014</u>         | <u>2013</u>         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| Non-revolving note payable to a bank with a total availability of \$3,500,000 with a variable rate of LIBOR plus 4.07% (4.23% at August 31, 2014), interest only payments through June 2014, after which monthly principal and interest payments are required through the maturity in June 2015, secured by an interest in certain property with a net book value of \$3,888,720 at August 31, 2014 | \$ 3,482,580        | \$ 3,500,000        |
| Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$985 payable monthly through April 2018, secured by vehicles                                                                                                                                                                                                                                                          | 41,386              | 52,008              |
| Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$525 payable monthly through September 2018, secured by vehicles                                                                                                                                                                                                                                                      | 24,449              | —                   |
| Note payable to a bank with a fixed rate of 3.66%, principal and interest of \$3,177 payable monthly, due August 2015, secured by vehicles                                                                                                                                                                                                                                                          | 37,353              | 73,357              |
| Unsecured note payable to an individual with a fixed rate of 5.25%, principal and interest of \$10,311 payable monthly, due April 2016                                                                                                                                                                                                                                                              | 197,002             | 307,232             |
| Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$2,923 payable monthly through September 2018, secured by vehicles                                                                                                                                                                                                                                                    | 136,074             | —                   |
| Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$546 payable monthly through January 2019, secured by vehicles                                                                                                                                                                                                                                                        | 27,394              | —                   |
| Note payable to a bank with a fixed rate of 2.50%, principal and interest of \$195 payable monthly through March 2019, secured by vehicles                                                                                                                                                                                                                                                          | 10,137              | —                   |
| Note payable to a bank with a fixed rate of 2.24%, principal and interest of \$608 payable monthly through July 2019, secured by vehicles                                                                                                                                                                                                                                                           | 33,925              | —                   |
| Note payable to a bank with a fixed rate of 2.24%, principal and interest of \$166 payable monthly through August 2019, secured by vehicles                                                                                                                                                                                                                                                         | <u>9,979</u>        | <u>—</u>            |
|                                                                                                                                                                                                                                                                                                                                                                                                     | 23,204,639          | 26,114,957          |
| Less current portion                                                                                                                                                                                                                                                                                                                                                                                | <u>4,228,339</u>    | <u>796,290</u>      |
|                                                                                                                                                                                                                                                                                                                                                                                                     | <u>\$18,976,300</u> | <u>\$25,318,667</u> |

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

|            |                     |
|------------|---------------------|
| 2015       | \$ 4,228,339        |
| 2016       | 698,294             |
| 2017       | 642,760             |
| 2018       | 669,263             |
| 2019       | 643,064             |
| Thereafter | <u>16,322,919</u>   |
|            | <u>\$23,204,639</u> |

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 8. **Borrowings (Continued)**

##### *Lines of Credit and Other Financing Arrangements*

Easter Seals New Hampshire, Inc. had an agreement with a bank for a \$500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 and 2013 were converted to various term notes secured by vehicles, as described above.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through June 2017. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are two notes payable of \$33,925 and \$9,979 at August 31, 2014 that originated under this agreement. Availability under this agreement at August 31, 2014 is approximately \$456,000.

Easter Seals New Hampshire, Inc. (the sole member of Easter Seals NY and Harbor Schools), Easter Seals NY and Harbor Schools have a revolving line of credit with a bank, with available borrowings up to \$7 million (a portion of which is secured by available letters of credit of \$59,000). Outstanding advances are due on demand. The revolving line of credit has the following sub-limits which were last amended in May 2013: Easter Seals NH \$3.725 million, Easter Seals NY \$3 million and Harbor Schools \$275,000. The interest rate charged on outstanding borrowings is at LIBOR plus 2.25% (2.41% at August 31, 2014). Under an event of default, the interest rate will increase from LIBOR plus 2.25% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc., Easter Seals NY and Harbor Schools. The agreement requires that collective borrowings under the line of credit be reduced to \$3,500,000 for 30 consecutive days during each calendar year. The agreement also limits each borrower's ability to incur additional indebtedness in excess of \$500,000. Amounts outstanding under this revolving line of credit agreement at August 31, 2014 and 2013 were \$262,356 and \$262,356, respectively, related to Harbor Schools, \$1,935,548 and \$1,599,505, respectively, related to Easter Seals NY and \$0 and \$1,425,875, respectively, related to Easter Seals NH.

Easter Seals CT had a demand revolving line of credit with a bank with available borrowings up to \$1 million. The interest rate charged on outstanding borrowings was at LIBOR plus 2.25%. The line was secured by all business assets and property of Easter Seals CT, except for certain assets limited as to use (\$3,444,569 carrying value as of August 31, 2013). Additionally, this line was guaranteed by Easter Seals NH. The agreement also limited Easter Seals CT's ability to incur additional indebtedness in excess of \$1,000,000 related to real estate, and was cross collateralized with all Easter Seals NH borrowings at this bank. Amounts outstanding under this revolving line of credit agreement at August 31, 2013 were \$924,658 (see deconsolidation of affiliate – note 12).

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 8. Borrowings (Continued)

##### NHHEFA 2004A Revenue Bonds

In connection with the NHHEFA 2004A Revenue Bonds, Easter Seals NH is required to make deposits of interest and principal of sufficient amounts to make the required interest payments and to retire the bonds when due. The 2004A Revenue Bonds require that Easter Seals NH maintain certain reserve funds with a trustee for current required principal and interest payments. Such amounts, which are included within assets limited as to use, totaled \$300,046 and \$288,778 at August 31, 2014 and 2013, respectively. This agreement also requires bank approval prior to Easter Seals NH incurring additional indebtedness. Easter Seals NH has two letters of credit securing the bonds for \$14,450,993 each (expiring and subject to renewal on March 15, 2015, and mainly to support future principal and interest repayments due under the 2004A Revenue Bonds). Easter Seals NH is required to replace or renew the two \$14,450,993 letters of credit upon their expiration or the related bonds may be subject to early redemption. Easter Seals NH pays an annual fee for the two letters of credit relating to the 2004A NHHEFA Revenue Bonds. Fees incurred on these letters of credit totaled approximately \$183,000 and \$157,000 in 2014 and 2013, respectively.

##### Series 2010 Revenue Bonds

On December 1, 2010, Easter Seals NY, in connection with the Monroe County Industrial Development Corporation and RBS Citizens, issued \$5,250,000 in Series 2010 tax-exempt Revenue Bonds (the Series 2010 Bonds). The Series 2010 Bonds were used to finance the acquisition of certain property located in Irondequoit, New York, provide for improvements to a school building and an existing rehabilitation facility, and construct two residential rehabilitation facilities. Additionally, proceeds were used to refinance certain Easter Seals NY outstanding debt.

The Series 2010 Bonds are secured by a mortgage on all properties and improvements financed by the bonds, and are guaranteed by Easter Seals NH. Easter Seals NY may elect to prepay some portion or all of the outstanding bonds subject to a prepayment fee, as defined. This agreement also requires bank approval prior to Easter Seals NY incurring additional indebtedness. The Series 2010 Bonds are subject to tender for mandatory purchase at the election of the bondholder beginning June 1, 2016, and thereafter every five years through June 1, 2036.

##### Interest Rate Swap Agreements

Easter Seals NH has an interest rate swap agreement with a bank in connection with the Series 2004A Revenue Bonds. The swap agreement has an outstanding notional amount of \$14,275,000 and \$14,660,000 at August 31, 2014 and 2013, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in December 2034. Easter Seals NH remits interest at the fixed rate of 3.54% and receives interest at a variable rate (0.06% at August 31, 2014).

On February 23, 2011, Easter Seals NY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Revenue Bonds. The swap agreement had an outstanding notional amount of \$4,929,360 and \$5,052,360 at August 31, 2014 and 2013, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in January 2031. Easter Seals NY remits interest at a fixed rate of 2.99% and receives interest at a variable rate (68% of monthly LIBOR).

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### 8. Borrowings (Continued)

On December 27, 2010, Easter Seals CT entered into an interest rate swap agreement in connection with an outstanding mortgage payable of \$2,470,000 at August 31, 2013. The original notional amount of \$1,800,000 reduces ratably in conjunction with repayment of the note payable. The swap agreement effectively changed the variable rate to a fixed rate of 2.72% for the notional amounts outstanding, which is approximately 65% of the related mortgage payable (see deconsolidation of affiliate – note 12).

The fair value of the above interest rate swap agreements totaled \$3,329,813 and \$2,758,346 at August 31, 2014 and 2013, respectively, \$615,570 and \$708,132 of which was current at August 31, 2014 and 2013, respectively. During the years ended August 31, 2014 and 2013 net payments required by the agreements totaled \$674,448 and \$692,269, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 11 with respect to fair value determinations.

#### Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2014, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds, Series 2010 Bonds, and other debt obligations.

#### 9. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

#### 10. Related Party Transactions

Approximately 13% of other fees and grants revenue is derived from a pass-through grant from Easter Seals, Inc. for both years ended August 31, 2014 and 2013. Easter Seals NH is a member of Easter Seals, Inc. As of August 31, 2014 and 2013, Easter Seals NH had a receivable of \$334,352 and \$247,471, respectively, from Easter Seals, Inc. related to amounts due under this grant. Easter Seals NH also has an amount due from Easter Seals CT of \$7,301 at August 31, 2014 (see also note 12). Membership fees to Easter Seals, Inc. were \$122,586 and \$121,780 for the years ended August 31, 2014 and 2013, respectively and are reflected as support of National programs on the accompanying consolidated statements of activity and changes in net assets.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

#### **11. Fair Value of Financial Instruments**

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trusts, investments and the interest rate swaps, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2014 and 2013.

#### **Investments and Assets Limited as to Use**

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, money market and mutual funds and government and agency securities that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain other mutual funds and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2. Investments in certificates of deposit are at cost plus accrued interest, which is estimated to approximate fair value and are included in Level 2.

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

### 11. Fair Value of Financial Instruments (Continued)

#### *Beneficial Interest in Trusts Held by Others*

The beneficial interest in trusts held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trusts. The fair values of marketable equity securities, money market and mutual funds, government and agency securities and other asset funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities, mutual funds and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2. Investments in alternative and other asset funds are derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions, and are reflected as Level 3. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

#### *Interest Rate Swap Agreements*

The fair value for the interest rate swap liabilities is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

At August 31, 2014 and 2013, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

|                                                         | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
|---------------------------------------------------------|----------------|----------------|----------------|--------------|
| <u>2014</u>                                             |                |                |                |              |
| Assets:                                                 |                |                |                |              |
| Assets limited as to use and investments at fair value: |                |                |                |              |
| Cash and cash equivalents                               | \$ 523,616     | \$ —           | \$ —           | \$ 523,616   |
| Marketable equity securities:                           |                |                |                |              |
| Large-cap                                               | 1,238,248      | —              | —              | 1,238,248    |
| International                                           | 644,905        | —              | —              | 644,905      |
| Mutual funds, open-ended:                               |                |                |                |              |
| Short-term fixed income                                 | 3,562,348      | —              | —              | 3,562,348    |
| Intermediate-term bond fund                             | 824,376        | —              | —              | 824,376      |
| High yield bond fund                                    | 264,363        | —              | —              | 264,363      |
| Foreign bond                                            | 14,168         | —              | —              | 14,168       |
| Government securities                                   | 752,030        | —              | —              | 752,030      |
| International equities                                  | 784,490        | —              | —              | 784,490      |
| Domestic, large-cap                                     | 1,500,128      | —              | —              | 1,500,128    |
| Domestic, mid-cap                                       | 147,920        | —              | —              | 147,920      |
| Domestic, small-cap                                     | 3,480          | —              | —              | 3,480        |
| Domestic, Multi Alt                                     | 112,233        | —              | —              | 112,233      |
| Real estate fund                                        | 128,303        | —              | —              | 128,303      |



# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

### 11. Fair Value of Financial Instruments (Continued)

|                                              | Level 1             | Level 2           | Level 3            | Total               |
|----------------------------------------------|---------------------|-------------------|--------------------|---------------------|
| Mutual funds, closed-ended:                  |                     |                   |                    |                     |
| Domestic, large-cap                          | \$ 2,510,846        | \$ —              | \$ —               | \$ 2,510,846        |
| Domestic, mid-cap                            | 508,556             | —                 | —                  | 508,556             |
| Domestic, small-cap                          | 193,682             | —                 | —                  | 193,682             |
| International equity                         | 326,879             | —                 | —                  | 326,879             |
| Commodity                                    | 991                 | —                 | —                  | 991                 |
| Corporate and foreign bonds                  | —                   | 711,063           | —                  | 711,063             |
| Government and agency securities             | 366,744             | —                 | —                  | 366,744             |
|                                              | <u>\$14,408,306</u> | <u>\$ 711,063</u> | <u>\$ —</u>        | <u>\$15,119,369</u> |
| Beneficial interest in trust held by others: |                     |                   |                    |                     |
| Money market funds                           | \$ 16,172           | \$ —              | \$ —               | \$ 16,172           |
| Marketable equity securities:                |                     |                   |                    |                     |
| Large-cap                                    | 225,799             | 57,705            | —                  | 283,504             |
| Small-cap                                    | —                   | 33,685            | —                  | 33,685              |
| International                                | —                   | 72,307            | —                  | 72,307              |
| Emerging markets                             | 46,695              | —                 | —                  | 46,695              |
| Mutual funds:                                |                     |                   |                    |                     |
| Domestic fixed income                        | —                   | 133,076           | —                  | 133,076             |
| International fixed income                   | 30,821              | —                 | —                  | 30,821              |
| Commodity                                    | 42,050              | —                 | —                  | 42,050              |
| Real estate investment trust                 | 35,117              | —                 | —                  | 35,117              |
|                                              | <u>\$ 396,654</u>   | <u>\$ 296,773</u> | <u>\$ —</u>        | <u>\$ 693,427</u>   |
| Liabilities:                                 |                     |                   |                    |                     |
| Interest rate swap agreements                | <u>\$ —</u>         | <u>\$ —</u>       | <u>\$3,329,813</u> | <u>\$ 3,329,813</u> |

### 2013

#### Assets:

#### Assets limited as to use and investments at fair value:

|                               |              |         |      |              |
|-------------------------------|--------------|---------|------|--------------|
| Cash and cash equivalents     | \$ 3,513,266 | \$ —    | \$ — | \$ 3,513,266 |
| Certificates of deposit       | —            | 554,282 | —    | 554,282      |
| Marketable equity securities: |              |         |      |              |
| Large-cap                     | 2,550,313    | —       | —    | 2,550,313    |
| International                 | 219,797      | —       | —    | 219,797      |
| Mutual funds, open-ended:     |              |         |      |              |
| Short-term fixed income       | 3,304,368    | —       | —    | 3,304,368    |
| Intermediate-term bond fund   | 543,938      | —       | —    | 543,938      |
| High yield bond fund          | 274,582      | —       | —    | 274,582      |
| Foreign bond                  | 210,342      | —       | —    | 210,342      |
| Government securities         | 511,971      | —       | —    | 511,971      |
| International equities        | 693,837      | —       | —    | 693,837      |

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

### 11. Fair Value of Financial Instruments (Continued)

|                                              | <u>Level 1</u>      | <u>Level 2</u>     | <u>Level 3</u>     | <u>Total</u>        |
|----------------------------------------------|---------------------|--------------------|--------------------|---------------------|
| Domestic, large-cap                          | \$ 816,851          | \$ —               | \$ —               | \$ 816,851          |
| Domestic, mid-cap                            | 369,532             | —                  | —                  | 369,532             |
| Domestic, small-cap                          | 237,828             | —                  | —                  | 237,828             |
| Real estate fund                             | 3,868               | —                  | —                  | 3,868               |
| Mutual funds, closed-ended:                  |                     |                    |                    |                     |
| Fixed income and bond                        | 427,663             | —                  | —                  | 427,663             |
| Domestic, large-cap                          | 2,002,955           | —                  | —                  | 2,002,955           |
| Domestic, mid-cap                            | 493,556             | —                  | —                  | 493,556             |
| Domestic, small-cap                          | 913,054             | —                  | —                  | 913,054             |
| International equity                         | 173,305             | —                  | —                  | 173,305             |
| Commodity                                    | 14,383              | —                  | —                  | 14,383              |
| Corporate and foreign bonds                  | —                   | 903,497            | —                  | 903,497             |
| Government and agency securities             | <u>631,627</u>      | <u>—</u>           | <u>—</u>           | <u>631,627</u>      |
|                                              | <u>\$17,907,036</u> | <u>\$1,457,779</u> | <u>\$ —</u>        | <u>\$19,364,815</u> |
| Beneficial interest in trust held by others: |                     |                    |                    |                     |
| Money market funds                           | \$ 4,555            | \$ —               | \$ —               | \$ 4,555            |
| Marketable equity securities:                |                     |                    |                    |                     |
| Large-cap                                    | 2,544,889           | 148,594            | —                  | 2,693,483           |
| Mid-cap                                      | 809,286             | 45,600             | —                  | 854,886             |
| Small-cap                                    | —                   | 33,110             | —                  | 33,110              |
| International                                | 319,796             | 40,369             | —                  | 360,165             |
| Emerging markets                             | 118,842             | —                  | —                  | 118,842             |
| Corporate bonds                              | —                   | 709,131            | —                  | 709,131             |
| Foreign bonds                                | —                   | 6,029              | —                  | 6,029               |
| Mutual funds:                                |                     |                    |                    |                     |
| Domestic fixed income                        | —                   | 654,361            | —                  | 654,361             |
| International equity                         | 34,664              | —                  | —                  | 34,664              |
| International fixed income                   | 19,931              | —                  | —                  | 19,931              |
| Domestic large-cap equity                    | 67,476              | —                  | —                  | 67,476              |
| Domestic mid-cap equity                      | 16,984              | —                  | —                  | 16,984              |
| Domestic small-cap equity                    | 20,565              | —                  | —                  | 20,565              |
| Commodity                                    | 5,465               | —                  | —                  | 5,465               |
| Government and agency securities             | 20,202              | —                  | —                  | 20,202              |
| Real estate investment trust                 | 95,123              | —                  | —                  | 95,123              |
| Alternative and structured asset funds       | <u>33,921</u>       | <u>—</u>           | <u>88,834</u>      | <u>122,755</u>      |
|                                              | <u>\$ 4,111,699</u> | <u>\$1,637,194</u> | <u>\$ 88,834</u>   | <u>\$ 5,837,727</u> |
| Liabilities:                                 |                     |                    |                    |                     |
| Interest rate swap agreements                | <u>\$ —</u>         | <u>\$ —</u>        | <u>\$2,758,346</u> | <u>\$ 2,758,346</u> |

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

### 11. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 assets and liabilities for the years ended August 31, 2014 and 2013:

|                                            | <u>Interest<br/>Rate Swaps</u> | <u>Alternative<br/>and Other<br/>Asset Funds</u> |
|--------------------------------------------|--------------------------------|--------------------------------------------------|
| Beginning balance, August 31, 2012         | \$(5,135,978)                  | \$ 78,614                                        |
| Unrealized gains, net                      | <u>2,377,632</u>               | <u>10,220</u>                                    |
| Ending balance, August 31, 2013            | (2,758,346)                    | 88,834                                           |
| Unrealized loss, net                       | (594,854)                      | —                                                |
| Deconsolidation of affiliate – see note 12 | <u>23,387</u>                  | <u>(88,834)</u>                                  |
| Ending balance, August 31, 2014            | <u><u>\$(3,329,813)</u></u>    | <u><u>\$ —</u></u>                               |

Excluding the impact of the deconsolidation of an affiliate (see note 12), the net amounts of unrealized gains (losses) for the period attributable to the change in unrealized gains (losses) relating to the interest rate swaps still held at August 31, 2014 and 2013 were \$(594,854) and \$2,377,632, respectively. The amount of unrealized gains for the period attributable to the change in unrealized gains relating to the Level 3 investments still held at August 31, 2014 and 2013 were \$0 and \$10,220, respectively.

Easter Seals NH's other financial instruments, including cash and cash equivalents, accounts receivable from affiliates, program and other accounts receivable, contributions receivable, accounts payable, lines of credit, and long-term debt, have fair values approximating their carrying values because of the short-term nature of the financial instruments or because interest rates approximate current market rates.

### 12. Deconsolidation of Related Entity

On July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals CT were transferred to Oak Hill effective July 31, 2014. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals CT. Easter Seals NH recognized a decrease in net assets of \$5,841,079 as a result of the deconsolidation of Easter Seals CT. The accompanying 2014 consolidated financial statements include the operating results of Easter Seals CT for the period from September 1, 2013 through July 31, 2014 and the year ended August 31, 2013.

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

### 12. Deconsolidation of Related Entity (Continued)

Summary statements of financial position and activities of Easter Seals CT for the period ended July 31, 2014 and year ended August 31, 2013 follow:

|                                             | July 31,<br>2014<br><u>(Unaudited)</u> | August 31,<br>2013<br><u></u> |
|---------------------------------------------|----------------------------------------|-------------------------------|
| Assets:                                     |                                        |                               |
| Cash and cash equivalents                   | \$ 21,440                              | \$ 270,732                    |
| Program and other accounts receivable, net  | 18,572                                 | 283,994                       |
| Assets limited as to use                    | 3,548,526                              | 3,444,569                     |
| Investments, at fair value                  | 256,832                                | 1,699,874                     |
| Beneficial interest in trust held by others | 5,719,267                              | 5,207,585                     |
| Fixed assets                                | 1,879,966                              | 1,919,988                     |
| Other assets                                | <u>24,828</u>                          | <u>108,708</u>                |
| Total assets                                | 11,469,431                             | 12,935,450                    |
| Liabilities and net assets:                 |                                        |                               |
| Line of credit                              | —                                      | (924,658)                     |
| Deferred revenue                            | (3,138,717)                            | (3,456,204)                   |
| Long-term debt                              | (2,365,500)                            | (2,470,000)                   |
| Other liabilities                           | <u>(124,135)</u>                       | <u>(731,465)</u>              |
| Total liabilities                           | <u>(5,628,352)</u>                     | <u>(7,582,327)</u>            |
| Total net assets                            | <u>\$ 5,841,079</u>                    | <u>\$ 5,353,123</u>           |

|                                                       | 11-Month<br>Period Ended<br><u>July 31, 2014</u> | Year Ended<br><u>August 31, 2013</u> |
|-------------------------------------------------------|--------------------------------------------------|--------------------------------------|
| Total public support and revenue                      | \$1,027,556                                      | \$ 1,298,832                         |
| Total operating expenses                              | (856,861)                                        | (1,048,542)                          |
| Other nonoperating expenses, gains and losses         | <u>778,724</u>                                   | <u>361,524</u>                       |
| Increase in net assets before discontinued operations | <u>\$ 949,419</u>                                | <u>\$ 611,814</u>                    |

Losses from discontinued operations within Easter Seals CT for the eleven month period ended July 31, 2014 and year ended August 31, 2013 were \$454,230 and \$657,561, respectively.

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

### 13. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations, as follows:

- On January 25, 2012, the Board of Directors of Easter Seals New Hampshire, Inc. voted to approve discontinuing the group home and special education programs in Rutland, Vermont.
- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary.
- On March 22, 2013, the Board of Directors of Easter Seals NY voted to discontinue the Bronx Early Intervention program.
- On May 2, 2014 the Sayville program in NY was discontinued as a license was not able to be obtained.
- On July 1, 2013, the Center for Therapeutic Recreation program located in Portland, Maine was transferred to the City of Portland and at that same time Easter Seals ME discontinued offering those services. On October 17, 2013, the Maine Board of Directors voted to close the Maine Vocational programs.
- On September 25, 2013, the Board of Directors of Easter Seals CT voted to discontinue the camp programs and cease all operations effective November 16, 2013.
- On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

Summary statements of financial position for each of the above discontinued programs/entities as of August 31, 2014 and 2013 are as follows:

|                        | <u>Vermont</u> |             | <u>Harbor Schools</u> |             | <u>New York</u> |             |
|------------------------|----------------|-------------|-----------------------|-------------|-----------------|-------------|
|                        | <u>2014</u>    | <u>2013</u> | <u>2014</u>           | <u>2013</u> | <u>2014</u>     | <u>2013</u> |
| Total assets           | \$ -           | \$ -        | \$878,144             | \$ 872,744  | \$ 32,929       | \$51,896    |
| Total liabilities      | -              | 1,197       | 648,892               | 595,053     | 44,511          | 9,289       |
| Net assets (deficit):  |                |             |                       |             |                 |             |
| Unrestricted           | -              | (1,197)     | 180,556               | 230,951     | (11,582)        | 42,607      |
| Temporarily restricted | -              | -           | 24,870                | 22,914      | -               | -           |
| Permanently restricted | -              | -           | 23,826                | 23,826      | -               | -           |

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2014 and 2013

### 13. Discontinued Operations (Continued)

|                       | <u>Maine</u> |             | <u>Connecticut</u> |              | <u>New Hampshire</u> |             |
|-----------------------|--------------|-------------|--------------------|--------------|----------------------|-------------|
|                       | <u>2014</u>  | <u>2013</u> | <u>2014</u>        | <u>2013</u>  | <u>2014</u>          | <u>2013</u> |
| Total assets          | \$ 825       | \$ 1,888    | \$ —               | \$ 2,119,068 | \$800,810            | \$ —        |
| Total liabilities     | —            | 38          | —                  | 2,470,000    | 31,783               | 29,592      |
| Net assets (deficit): |              |             |                    |              |                      |             |
| Unrestricted          | 825          | 1,850       | —                  | (350,932)    | 769,027              | (29,592)    |

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2014 and 2013 are as follows:

|                                             | <u>Vermont</u> |             | <u>Harbor Schools</u> |             | <u>New York</u> |              |
|---------------------------------------------|----------------|-------------|-----------------------|-------------|-----------------|--------------|
|                                             | <u>2014</u>    | <u>2013</u> | <u>2014</u>           | <u>2013</u> | <u>2014</u>     | <u>2013</u>  |
| Total public support and revenue            | \$ —           | \$ —        | \$ 22,127             | \$ 12,907   | \$ —            | \$ 320,825   |
| Operating expenses                          | —              | (20,310)    | (70,891)              | (329,961)   | (192,456)       | (628,465)    |
| Other nonoperating expense, gains or losses | —              | —           | 830                   | (1,469)     | —               | —            |
| Gain on sale of properties, net             | —              | —           | —                     | 291,788     | —               | —            |
| Total decrease in net assets                | \$ —           | \$ (20,310) | \$ (47,934)           | \$ (26,735) | \$ (192,456)    | \$ (307,640) |

|                                         | <u>Maine</u> |              | <u>Connecticut</u> |              | <u>New Hampshire</u> |              |
|-----------------------------------------|--------------|--------------|--------------------|--------------|----------------------|--------------|
|                                         | <u>2014</u>  | <u>2013</u>  | <u>2014</u>        | <u>2013</u>  | <u>2014</u>          | <u>2013</u>  |
| Total public support and revenue        | \$ 4,667     | \$ 210,588   | \$ 57,166          | \$ 774,143   | \$ 1,276,909         | \$ 1,996,997 |
| Operating expenses                      | (42,262)     | (324,009)    | (511,596)          | (1,431,704)  | (2,018,853)          | (1,970,004)  |
| Gain (loss) on sale of properties, net  | —            | 325          | 200                | —            | —                    | (15,563)     |
| Total increase (decrease) in net assets | \$ (37,595)  | \$ (113,096) | \$ (454,230)       | \$ (657,561) | \$ (741,944)         | \$ 11,430    |

During 2013 Easter Seals NH sold two properties related to the closure of certain programs, which resulted in net gains on the sales of property of \$276,550.

## **EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2014 and 2013

#### **14. Concentrations**

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals' investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the "Lord Abbett Short Duration Income A Fund" as of August 31, 2014.

## **OTHER FINANCIAL INFORMATION**



# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2014

### ASSETS

|                                                                  | * New<br>Hampshire | Vermont     | Maine      | Rhode<br>Island | Harbor<br>Schools,<br>Inc. | Connecticut | New<br>York  | Elimi-<br>nations | Total        |
|------------------------------------------------------------------|--------------------|-------------|------------|-----------------|----------------------------|-------------|--------------|-------------------|--------------|
| Current assets:                                                  |                    |             |            |                 |                            |             |              |                   |              |
| Cash and cash equivalents                                        | \$ 1,887,115       | \$ 600      | \$ 10,132  | \$ 500          | \$ -                       | \$ -        | \$ 858,787   | \$ -              | \$ 2,757,134 |
| Accounts receivable from affiliates                              | 6,110,436          | 911,119     | -          | -               | -                          | -           | 334,353      | (7,014,255)       | 341,653      |
| Program and other accounts receivable, net                       | 6,565,059          | 763,220     | 164,545    | 160,355         | 3,500                      | -           | 2,466,068    | -                 | 10,122,747   |
| Contributions receivable, net                                    | 492,586            | -           | 1,843      | 21,534          | -                          | -           | 189,411      | -                 | 705,374      |
| Current portion of assets limited as to use                      | 300,046            | -           | -          | -               | -                          | -           | -            | -                 | 300,046      |
| Prepaid expenses and other current assets                        | 352,244            | 1,475       | 36,840     | 7,722           | -                          | -           | 280,045      | -                 | 678,326      |
| Total current assets                                             | 15,707,486         | 1,676,414   | 213,360    | 190,111         | 3,500                      | -           | 4,128,664    | (7,014,255)       | 14,905,280   |
| Assets limited as to use, net of current portion                 | 986,277            | -           | -          | -               | -                          | -           | -            | -                 | 986,277      |
| Fixed assets, net                                                | 19,655,095         | 31,222      | 24,514     | 22,222          | -                          | -           | 5,361,330    | -                 | 25,094,383   |
| Property held for sale                                           | 463,947            | -           | -          | -               | 825,947                    | -           | -            | -                 | 1,289,894    |
| Bond issuance costs, net                                         | 62,218             | -           | -          | -               | -                          | -           | 172,895      | -                 | 235,113      |
| Investments, at fair value                                       | 12,883,509         | -           | -          | -               | 48,697                     | -           | 900,840      | -                 | 13,833,046   |
| Beneficial interest in trusts held by others<br>and other assets | 898,413            | -           | -          | 38,768          | -                          | -           | 613,738      | -                 | 1,550,919    |
|                                                                  | \$50,656,945       | \$1,707,636 | \$ 237,874 | \$ 251,101      | \$ 878,144                 | \$ -        | \$11,177,467 | \$ (7,014,255)    | \$57,894,912 |

LIABILITIES AND NET ASSETS

|                                                        | * New<br>Hampshire | Vermont     | Maine       | Rhode<br>Island | Harbor<br>Schools,<br>Inc. | Connecticut | New<br>York  | Elimi-<br>nations | Total        |
|--------------------------------------------------------|--------------------|-------------|-------------|-----------------|----------------------------|-------------|--------------|-------------------|--------------|
| Current liabilities:                                   |                    |             |             |                 |                            |             |              |                   |              |
| Lines of credit                                        | \$ —               | \$ —        | \$ —        | \$ —            | \$ 262,356                 | \$ —        | \$ 1,935,548 | \$ —              | \$ 2,197,904 |
| Accounts payable                                       | 1,431,692          | 12,425      | 940         | 3,898           | —                          | —           | 458,788      | —                 | 1,907,743    |
| Accrued expenses                                       | 3,267,969          | 15,892      | 34,088      | 8,220           | 7,696                      | —           | 917,617      | —                 | 4,251,482    |
| Accounts payable to affiliates                         | 3,023,524          | —           | 2,562,288   | 99,631          | 352,590                    | —           | 976,222      | (7,014,255)       | —            |
| Current portion of deferred revenue                    | 523,300            | 12,557      | 5,000       | 83              | 26,250                     | —           | 291,068      | —                 | 858,258      |
| Current portion of interest rate swap<br>agreements    | 474,355            | —           | —           | —               | —                          | —           | 141,215      | —                 | 615,570      |
| Current portion of long-term debt                      | 4,064,386          | —           | —           | —               | —                          | —           | 163,953      | —                 | 4,228,339    |
| Total current liabilities                              | 12,785,226         | 40,874      | 2,602,316   | 111,832         | 648,892                    | —           | 4,884,411    | (7,014,255)       | 14,059,296   |
| Deferred revenue, net of current portion               | 999,167            | —           | —           | —               | —                          | —           | —            | —                 | 999,167      |
| Other liabilities                                      | 987,185            | —           | —           | —               | —                          | —           | —            | —                 | 987,185      |
| Interest rate swap agreements, less<br>current portion | 2,195,025          | —           | —           | —               | —                          | —           | 519,218      | —                 | 2,714,243    |
| Long-term debt, less current portion                   | 14,173,540         | —           | —           | —               | —                          | —           | 4,802,760    | —                 | 18,976,300   |
| Total liabilities                                      | 31,140,143         | 40,874      | 2,602,316   | 111,832         | 648,892                    | —           | 10,206,389   | (7,014,255)       | 37,736,191   |
| Net assets (deficit):                                  |                    |             |             |                 |                            |             |              |                   |              |
| Unrestricted                                           | 14,428,086         | 1,666,763   | (2,422,354) | 100,501         | 180,556                    | —           | 235,785      | —                 | 14,189,337   |
| Temporarily restricted                                 | 690,526            | (1)         | 57,912      | —               | 24,870                     | —           | 171,555      | —                 | 944,862      |
| Permanently restricted                                 | 4,398,190          | —           | —           | 38,768          | 23,826                     | —           | 563,738      | —                 | 5,024,522    |
| Total net assets (deficit)                             | 19,516,802         | 1,666,762   | (2,364,442) | 139,269         | 229,252                    | —           | 971,078      | —                 | 20,158,721   |
|                                                        | \$50,656,945       | \$1,707,636 | \$ 237,874  | \$ 251,101      | \$ 878,144                 | \$ —        | \$11,177,467 | \$ (7,014,255)    | \$57,894,912 |

\* Includes Agency Realty, Inc., Webster Place, Inc. and Manchester Alcoholism Rehabilitation Center

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2013

### ASSETS

|                                                                  | * New<br>Hampshire | Vermont     | Maine      | Rhode<br>Island | Harbor<br>Schools,<br>Inc. | Connecticut  | New<br>York  | Elimi-<br>nations | Total        |
|------------------------------------------------------------------|--------------------|-------------|------------|-----------------|----------------------------|--------------|--------------|-------------------|--------------|
| Current assets:                                                  |                    |             |            |                 |                            |              |              |                   |              |
| Cash and cash equivalents                                        | \$ 1,884,939       | \$ 500      | \$ 300     | \$ 500          | \$ —                       | \$ 270,732   | \$ 885,650   | \$ —              | \$ 3,042,621 |
| Accounts receivable from affiliates                              | 8,588,060          | 983,077     | —          | —               | —                          | —            | 247,471      | (9,571,137)       | 247,471      |
| Program and other accounts receivable, net                       | 6,375,827          | 627,330     | 541,354    | 160,914         | 3,500                      | 283,994      | 3,231,789    | —                 | 11,224,708   |
| Contributions receivable, net                                    | 343,482            | —           | 1,725      | 20,175          | —                          | 28,350       | 292,378      | —                 | 686,110      |
| Current portion of assets limited as to use                      | 288,778            | —           | —          | —               | —                          | 253,183      | —            | —                 | 541,961      |
| Prepaid expenses and other current assets                        | 426,695            | 4,950       | 37,302     | 9,276           | —                          | 80,358       | 225,263      | —                 | 783,844      |
| Total current assets                                             | 17,907,781         | 1,615,857   | 580,681    | 190,865         | 3,500                      | 916,617      | 4,882,551    | (9,571,137)       | 16,526,715   |
| Assets limited as to use, net of current portion                 | 1,367,127          | —           | —          | —               | —                          | 3,191,386    | —            | —                 | 4,558,513    |
| Fixed assets, net                                                | 20,574,542         | 1,994       | 29,777     | 20,130          | —                          | 1,919,988    | 5,520,453    | —                 | 28,066,884   |
| Property held for sale                                           | —                  | —           | —          | —               | 822,504                    | —            | —            | —                 | 822,504      |
| Bond issuance costs, net                                         | 65,290             | —           | —          | —               | —                          | —            | 179,461      | —                 | 244,751      |
| Investments, at fair value                                       | 11,646,528         | —           | —          | —               | 46,740                     | 1,699,874    | 871,199      | —                 | 14,264,341   |
| Beneficial interest in trusts held by others<br>and other assets | 969,247            | —           | —          | 35,917          | —                          | 5,207,585    | 618,051      | —                 | 6,830,800    |
|                                                                  | \$52,530,515       | \$1,617,851 | \$ 610,458 | \$ 246,912      | \$ 872,744                 | \$12,935,450 | \$12,071,715 | \$ (9,571,137)    | \$71,314,508 |

# LIABILITIES AND NET ASSETS

|                                                     | * New<br>Hampshire | Vermont     | Maine       | Rhode<br>Island | Harbor<br>Schools,<br>Inc. | Connecticut  | New<br>York  | Elimi-<br>nations | Total        |
|-----------------------------------------------------|--------------------|-------------|-------------|-----------------|----------------------------|--------------|--------------|-------------------|--------------|
| Current liabilities:                                |                    |             |             |                 |                            |              |              |                   |              |
| Lines of credit                                     | \$ 1,425,875       | \$ -        | \$ -        | \$ -            | \$ 262,356                 | \$ 924,658   | \$ 1,599,505 | \$ -              | \$ 4,212,394 |
| Accounts payable                                    | 1,259,499          | 8,467       | 1,492       | 3,458           | 907                        | 65,152       | 473,153      | -                 | 1,812,128    |
| Accrued expenses                                    | 3,058,850          | 7,722       | 28,013      | 6,617           | 29,988                     | 115,836      | 896,428      | -                 | 4,143,454    |
| Accounts payable to affiliates                      | 4,654,485          | -           | 2,790,841   | 58,729          | 296,552                    | 493,735      | 1,276,795    | (9,571,137)       | -            |
| Current portion of deferred revenue                 | 342,165            | 12,095      | 55,123      | -               | 5,250                      | 264,818      | 160,116      | -                 | 839,567      |
| Current portion of interest rate swap agreements    | 525,435            | -           | -           | -               | -                          | 39,267       | 143,430      | -                 | 708,132      |
| Current portion of long-term debt                   | 523,287            | -           | -           | -               | -                          | 114,000      | 159,003      | -                 | 796,290      |
| Total current liabilities                           | 11,789,596         | 28,284      | 2,875,469   | 68,804          | 595,053                    | 2,017,466    | 4,708,430    | (9,571,137)       | 12,511,965   |
| Deferred revenue, net of current portion            | 1,026,667          | -           | -           | -               | -                          | 3,191,386    | -            | -                 | 4,218,053    |
| Other liabilities                                   | 1,367,458          | -           | -           | -               | -                          | -            | -            | -                 | 1,367,458    |
| Interest rate swap agreements, less current portion | 1,699,286          | -           | -           | -               | -                          | 17,475       | 333,453      | -                 | 2,050,214    |
| Long-term debt, less current portion                | 17,995,953         | -           | -           | -               | -                          | 2,356,000    | 4,966,714    | -                 | 25,318,667   |
| Total liabilities                                   | 33,878,960         | 28,284      | 2,875,469   | 68,804          | 595,053                    | 7,582,327    | 10,008,597   | (9,571,137)       | 45,466,357   |
| Net assets (deficit):                               |                    |             |             |                 |                            |              |              |                   |              |
| Unrestricted                                        | 13,547,926         | 1,589,568   | (2,279,862) | 140,709         | 230,951                    | 145,539      | 1,392,877    | -                 | 14,767,708   |
| Temporarily restricted                              | 734,001            | (1)         | 14,851      | 1,482           | 22,914                     | -            | 152,190      | -                 | 925,437      |
| Permanently restricted                              | 4,369,628          | -           | -           | 35,917          | 23,826                     | 5,207,584    | 518,051      | -                 | 10,155,006   |
| Total net assets (deficit)                          | 18,651,555         | 1,589,567   | (2,265,011) | 178,108         | 277,691                    | 5,353,123    | 2,063,118    | -                 | 25,848,151   |
|                                                     | \$52,530,515       | \$1,617,851 | \$ 610,458  | \$ 246,912      | \$ 872,744                 | \$12,935,450 | \$12,071,715 | \$ (9,571,137)    | \$71,314,508 |

\* Includes Agency Realty, Inc., Webster Place, Inc. and Manchester Alcoholism Rehabilitation Center

# **EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

## **CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2014

|                                            | * New<br>Hampshire | Vermont   | Maine      | Rhode<br>Island | Harbor<br>Schools,<br>Inc. | Connecticut | New<br>York | Elimi-<br>nations | Total        |
|--------------------------------------------|--------------------|-----------|------------|-----------------|----------------------------|-------------|-------------|-------------------|--------------|
| Public support and revenue:                |                    |           |            |                 |                            |             |             |                   |              |
| Public support:                            |                    |           |            |                 |                            |             |             |                   |              |
| Contributions                              | \$ 660,025         | \$ 783    | \$ 188,715 | \$ 35,175       | \$ -                       | \$ 5,902    | \$ 409,654  | \$ -              | \$ 1,300,254 |
| Special events, net                        | 990,162            | 2,390     | 16,735     | 132,955         | -                          | 12,446      | 661,287     | -                 | 1,815,975    |
| Annual campaigns, net                      | 398,950            | 10,731    | 19,340     | 48,824          | -                          | 24,005      | -           | -                 | 501,850      |
| Bequests                                   | 220,764            | -         | -          | 1,710           | -                          | 8,129       | 217,955     | -                 | 448,558      |
| Total public support                       | 2,269,901          | 13,904    | 224,790    | 218,664         | -                          | 50,482      | 1,288,896   | -                 | 4,066,637    |
| Revenue:                                   |                    |           |            |                 |                            |             |             |                   |              |
| Fees and grants from governmental agencies | 37,890,398         | 3,257,409 | 2,142,632  | 1,114,188       | -                          | 248,623     | 23,072,047  | -                 | 67,725,297   |
| Other fees and grants                      | 19,739,085         | 669,021   | 37,471     | 61,137          | -                          | 9,862       | 4,577,720   | -                 | 25,094,296   |
| Sales to public                            | 4,270,196          | -         | -          | -               | -                          | -           | -           | -                 | 4,270,196    |
| Dividend and interest income               | 339,121            | -         | -          | 1,472           | -                          | 373,818     | 56,794      | (25,255)          | 745,950      |
| Rental income                              | 1,032              | -         | -          | -               | -                          | -           | 64,746      | (574)             | 65,204       |
| Intercompany revenue                       | 2,317,520          | -         | -          | -               | -                          | -           | 66,035      | (2,383,555)       | -            |
| Other                                      | 133,957            | 285       | 172        | 5,341           | -                          | 344,771     | 4,112       | (29,450)          | 459,188      |
| Total revenue                              | 64,691,309         | 3,926,715 | 2,180,275  | 1,182,138       | -                          | 977,074     | 27,841,454  | (2,438,834)       | 98,360,131   |
| Total public support and revenue           | 66,961,210         | 3,940,619 | 2,405,065  | 1,400,802       | -                          | 1,027,556   | 29,130,350  | (2,438,834)       | 102,426,768  |
| Operating expenses:                        |                    |           |            |                 |                            |             |             |                   |              |
| Program services:                          |                    |           |            |                 |                            |             |             |                   |              |
| Public health education                    | 258,038            | 245       | 74         | 3,551           | -                          | 386         | 253,698     | -                 | 515,992      |
| Professional education                     | 29,065             | -         | -          | -               | -                          | -           | -           | -                 | 29,065       |
| Direct services                            | 56,578,002         | 3,518,763 | 2,156,028  | 1,164,880       | -                          | 576,844     | 26,023,617  | (31,000)          | 89,987,134   |
| Total program services                     | 56,865,105         | 3,519,008 | 2,156,102  | 1,168,431       | -                          | 577,230     | 26,277,315  | (31,000)          | 90,532,191   |

|                                                                                | * New<br>Hampshire             | Vermont                  | Maine                       | Rhode<br>Island              | Harbor<br>Schools,<br>Inc. | Connecticut                  | New<br>York                    | Elimi-<br>nations                 | Total                            |
|--------------------------------------------------------------------------------|--------------------------------|--------------------------|-----------------------------|------------------------------|----------------------------|------------------------------|--------------------------------|-----------------------------------|----------------------------------|
| Supporting services:                                                           |                                |                          |                             |                              |                            |                              |                                |                                   |                                  |
| Management and general<br>Fundraising                                          | \$ 8,240,795<br><u>862,957</u> | \$ 344,097<br><u>319</u> | \$ 220,095<br><u>90,098</u> | \$ 130,416<br><u>141,535</u> | \$ —<br><u>—</u>           | \$ 147,814<br><u>129,258</u> | \$ 2,722,667<br><u>796,555</u> | \$ (2,386,314)<br><u>(13,783)</u> | \$ 9,419,570<br><u>2,006,939</u> |
| Total supporting services                                                      | <u>9,103,752</u>               | <u>344,416</u>           | <u>310,193</u>              | <u>271,951</u>               | <u>—</u>                   | <u>277,072</u>               | <u>3,519,222</u>               | <u>(2,400,097)</u>                | <u>11,426,509</u>                |
| Total functional expenses                                                      | 65,968,857                     | 3,863,424                | 2,466,295                   | 1,440,382                    | —                          | 854,302                      | 29,796,537                     | (2,431,097)                       | 101,958,700                      |
| Support of National programs                                                   | <u>25,797</u>                  | <u>—</u>                 | <u>606</u>                  | <u>2,110</u>                 | <u>—</u>                   | <u>2,559</u>                 | <u>91,514</u>                  | <u>—</u>                          | <u>122,586</u>                   |
| Total operating expenses                                                       | <u>65,994,654</u>              | <u>3,863,424</u>         | <u>2,466,901</u>            | <u>1,442,492</u>             | <u>—</u>                   | <u>856,861</u>               | <u>29,888,051</u>              | <u>(2,431,097)</u>                | <u>102,081,286</u>               |
| Increase (decrease) in net assets<br>from operations                           | 966,556                        | 77,195                   | (61,836)                    | (41,690)                     | —                          | 170,695                      | (757,701)                      | (7,737)                           | 345,482                          |
| Other nonoperating expenses, gains and losses:                                 |                                |                          |                             |                              |                            |                              |                                |                                   |                                  |
| Change in fair value of interest rate swaps                                    | (444,658)                      | —                        | —                           | —                            | —                          | 33,354                       | (183,550)                      | —                                 | (594,854)                        |
| Net realized and unrealized gains (losses)<br>on investments                   | 1,303,266                      | —                        | —                           | —                            | —                          | 235,704                      | (4,020)                        | —                                 | 1,534,950                        |
| Increase in fair value of beneficial<br>interest in trusts held by others      | 14,750                         | —                        | —                           | 2,851                        | —                          | 511,682                      | 45,687                         | —                                 | 574,970                          |
| Gain (loss) on sales and disposals of<br>property, plant and equipment         | 16,368                         | —                        | —                           | —                            | —                          | (2,016)                      | —                              | —                                 | 14,352                           |
| Other nonoperating expenses                                                    | <u>(249,092)</u>               | <u>—</u>                 | <u>—</u>                    | <u>—</u>                     | <u>—</u>                   | <u>—</u>                     | <u>—</u>                       | <u>—</u>                          | <u>(249,092)</u>                 |
| Deconsolidation of affiliate                                                   | 640,634                        | —                        | —                           | 2,851                        | —                          | 778,724                      | (141,883)                      | —                                 | 1,280,326                        |
|                                                                                | <u>—</u>                       | <u>—</u>                 | <u>—</u>                    | <u>—</u>                     | <u>—</u>                   | <u>(5,841,079)</u>           | <u>—</u>                       | <u>—</u>                          | <u>(5,841,079)</u>               |
| Increase (decrease) in net assets before<br>effects of discontinued operations | 1,607,190                      | 77,195                   | (61,836)                    | (38,839)                     | —                          | (4,891,660)                  | (899,584)                      | (7,737)                           | (4,215,271)                      |
| Loss from discontinued operations                                              | <u>(741,943)</u>               | <u>—</u>                 | <u>(37,595)</u>             | <u>—</u>                     | <u>(48,439)</u>            | <u>(461,463)</u>             | <u>(192,456)</u>               | <u>7,737</u>                      | <u>(1,474,159)</u>               |
| Total increase (decrease) in net assets                                        | 865,247                        | 77,195                   | (99,431)                    | (38,839)                     | (48,439)                   | (5,353,123)                  | (1,092,040)                    | —                                 | (5,689,430)                      |
| Net assets (deficit) at beginning of year                                      | <u>18,651,555</u>              | <u>1,589,567</u>         | <u>(2,265,011)</u>          | <u>178,108</u>               | <u>277,691</u>             | <u>5,353,123</u>             | <u>2,063,118</u>               | <u>—</u>                          | <u>25,848,151</u>                |
| Net assets (deficit) at end of year                                            | <u>\$ 19,516,802</u>           | <u>\$ 1,666,762</u>      | <u>\$ (2,364,442)</u>       | <u>\$ 139,269</u>            | <u>\$ 229,252</u>          | <u>\$ —</u>                  | <u>\$ 971,078</u>              | <u>\$ —</u>                       | <u>\$ 20,158,721</u>             |

\* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2013

|                                            | * New<br>Hampshire | Vermont   | Maine     | Rhode<br>Island | Harbor<br>Schools,<br>Inc. | Connecticut | New<br>York | Elimi-<br>nations | Total        |
|--------------------------------------------|--------------------|-----------|-----------|-----------------|----------------------------|-------------|-------------|-------------------|--------------|
| Public support and revenue:                |                    |           |           |                 |                            |             |             |                   |              |
| Public support:                            |                    |           |           |                 |                            |             |             |                   |              |
| Contributions                              | \$ 1,982,061       | \$ 569    | \$ 20,216 | \$ 34,016       | \$ -                       | \$ 43,732   | \$ 416,983  | \$ -              | \$ 2,497,577 |
| Special events, net                        | 323,059            | 176       | 57,225    | 106,647         | -                          | 35,291      | 466,125     | -                 | 988,523      |
| Annual campaigns, net                      | 379,744            | 15,804    | 12,321    | 32,663          | -                          | 2,702       | -           | -                 | 443,234      |
| Bequests                                   | 108,362            | -         | 79,247    | 1,710           | -                          | 20,270      | 160,234     | -                 | 369,823      |
| Total public support                       | 2,793,226          | 16,549    | 169,009   | 175,036         | -                          | 101,995     | 1,043,342   | -                 | 4,299,157    |
| Revenue:                                   |                    |           |           |                 |                            |             |             |                   |              |
| Fees and grants from governmental agencies | 34,749,892         | 2,855,468 | 1,328,332 | 1,077,769       | -                          | 346,649     | 23,270,093  | -                 | 63,628,203   |
| Other fees and grants                      | 19,378,555         | 727,962   | 30,673    | 64,890          | -                          | 16,554      | 3,794,589   | -                 | 24,013,223   |
| Sales to public                            | 4,019,558          | -         | -         | -               | -                          | -           | -           | -                 | 4,019,558    |
| Dividend and interest income               | 353,638            | -         | -         | 1,431           | -                          | 305,749     | 52,749      | (31,275)          | 682,292      |
| Rental income                              | 1,240              | -         | -         | -               | -                          | -           | 143,531     | -                 | 144,771      |
| Intercompany revenue                       | 1,966,264          | -         | -         | -               | -                          | -           | 54,004      | (2,020,268)       | -            |
| Other                                      | 95,342             | 9,294     | 16        | 5,600           | -                          | 527,885     | 41,126      | -                 | 679,263      |
| Total revenue                              | 60,564,489         | 3,592,724 | 1,359,021 | 1,149,690       | -                          | 1,196,837   | 27,356,092  | (2,051,543)       | 93,167,310   |
| Total public support and revenue           | 63,357,715         | 3,609,273 | 1,528,030 | 1,324,726       | -                          | 1,298,832   | 28,399,434  | (2,051,543)       | 97,466,467   |
| Operating expenses:                        |                    |           |           |                 |                            |             |             |                   |              |
| Program services:                          |                    |           |           |                 |                            |             |             |                   |              |
| Public health education                    | 257,956            | 885       | 87        | 3,746           | -                          | 241         | 346,187     | -                 | 609,102      |
| Professional education                     | 41,275             | -         | -         | -               | -                          | -           | -           | -                 | 41,275       |
| Direct services                            | 54,105,838         | 3,177,319 | 1,235,816 | 1,073,809       | -                          | 810,933     | 24,086,980  | (148,200)         | 84,342,495   |
| Total program services                     | 54,405,069         | 3,178,204 | 1,235,903 | 1,077,555       | -                          | 811,174     | 24,433,167  | (148,200)         | 84,992,872   |

|                                                                        | * New<br>Hampshire      | Vermont             | Maine                 | Rhode<br>Island       | Harbor<br>Schools,<br>Inc. | Connecticut          | New<br>York             | Elimi-<br>nations          | Total                     |
|------------------------------------------------------------------------|-------------------------|---------------------|-----------------------|-----------------------|----------------------------|----------------------|-------------------------|----------------------------|---------------------------|
| Supporting services:                                                   |                         |                     |                       |                       |                            |                      |                         |                            |                           |
| Management and general Fundraising                                     | \$ 7,892,260<br>958,211 | \$ 329,705<br>2,124 | \$ 154,349<br>36,353  | \$ 121,246<br>116,201 | \$ —<br>—                  | \$ 75,977<br>156,362 | \$ 2,686,098<br>533,649 | \$ (1,855,742)<br>(47,601) | \$ 9,403,893<br>1,755,299 |
| Total supporting services                                              | <u>8,850,471</u>        | <u>331,829</u>      | <u>190,702</u>        | <u>237,447</u>        | <u>—</u>                   | <u>232,339</u>       | <u>3,219,747</u>        | <u>(1,903,343)</u>         | <u>11,159,192</u>         |
| Total functional expenses                                              | 63,255,540              | 3,510,033           | 1,426,605             | 1,315,002             | —                          | 1,043,513            | 27,652,914              | (2,051,543)                | 96,152,064                |
| Support of National programs                                           | <u>25,325</u>           | <u>—</u>            | <u>595</u>            | <u>5,435</u>          | <u>—</u>                   | <u>5,029</u>         | <u>85,396</u>           | <u>—</u>                   | <u>121,780</u>            |
| Total operating expenses                                               | <u>63,280,865</u>       | <u>3,510,033</u>    | <u>1,427,200</u>      | <u>1,320,437</u>      | <u>—</u>                   | <u>1,048,542</u>     | <u>27,738,310</u>       | <u>(2,051,543)</u>         | <u>96,273,844</u>         |
| Increase in net assets from operations                                 | 76,850                  | 99,240              | 100,830               | 4,289                 | —                          | 250,290              | 661,124                 | —                          | 1,192,623                 |
| Other nonoperating expenses, gains and losses:                         |                         |                     |                       |                       |                            |                      |                         |                            |                           |
| Change in fair value of interest rate swaps                            | 1,755,863               | —                   | —                     | —                     | —                          | 41,266               | 580,503                 | —                          | 2,377,632                 |
| Net realized and unrealized gains (losses) on investments              | 715,103                 | —                   | —                     | —                     | —                          | 112,222              | (13,656)                | —                          | 813,669                   |
| Increase in fair value of beneficial interest in trusts held by others | 5,861                   | —                   | —                     | 1,429                 | —                          | 208,036              | 24,110                  | —                          | 239,436                   |
| Other nonoperating losses                                              | (77,517)                | —                   | —                     | —                     | —                          | —                    | (29,603)                | —                          | (107,120)                 |
| Gain on sales and disposals of property, plant and equipment           | <u>7,392</u>            | <u>—</u>            | <u>—</u>              | <u>—</u>              | <u>—</u>                   | <u>—</u>             | <u>—</u>                | <u>—</u>                   | <u>7,392</u>              |
|                                                                        | <u>2,406,702</u>        | <u>—</u>            | <u>—</u>              | <u>1,429</u>          | <u>—</u>                   | <u>361,524</u>       | <u>561,354</u>          | <u>—</u>                   | <u>3,331,009</u>          |
| Increase in net assets before effects of discontinued operations       | 2,483,552               | 99,240              | 100,830               | 5,718                 | —                          | 611,814              | 1,222,478               | —                          | 4,523,632                 |
| Income (loss) from discontinued operations                             | <u>11,430</u>           | <u>(20,310)</u>     | <u>(113,096)</u>      | <u>—</u>              | <u>(26,735)</u>            | <u>(657,561)</u>     | <u>(307,640)</u>        | <u>—</u>                   | <u>(1,113,912)</u>        |
| Total increase (decrease) in net assets                                | 2,494,982               | 78,930              | (12,266)              | 5,718                 | (26,735)                   | (45,747)             | 914,838                 | —                          | 3,409,720                 |
| Net assets (deficit) at beginning of year                              | 16,156,573              | 1,510,637           | (2,252,745)           | 172,390               | 304,426                    | 5,398,870            | 1,148,280               | —                          | 22,438,431                |
| Net assets (deficit) at end of year                                    | <u>\$ 18,651,555</u>    | <u>\$ 1,589,567</u> | <u>\$ (2,265,011)</u> | <u>\$ 178,108</u>     | <u>\$ 277,691</u>          | <u>\$ 5,353,123</u>  | <u>\$ 2,063,118</u>     | <u>\$ —</u>                | <u>\$ 25,848,151</u>      |

\* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center



# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

|                                                    | * New<br>Hampshire   | Vermont             | Maine               | Rhode<br>Island     | Harbor<br>Schools,<br>Inc. | Connecticut       | New<br>York          | Elimi-<br>nations     | Total                 |
|----------------------------------------------------|----------------------|---------------------|---------------------|---------------------|----------------------------|-------------------|----------------------|-----------------------|-----------------------|
| Salaries and related expenses                      | \$ 48,494,900        | \$ 2,970,136        | \$ 1,999,154        | \$ 1,053,169        | \$ -                       | \$ 544,811        | \$ 21,791,248        | \$ -                  | \$ 76,853,418         |
| Professional fees                                  | 6,982,525            | 533,037             | 188,905             | 228,820             | -                          | 211,335           | 3,776,125            | (2,413,005)           | 9,507,742             |
| Supplies                                           | 1,750,451            | 23,661              | 19,749              | 6,305               | -                          | 6,169             | 871,909              | -                     | 2,678,244             |
| Telephone                                          | 684,805              | 15,065              | 6,345               | 9,051               | -                          | 3,934             | 148,073              | -                     | 867,273               |
| Postage and shipping                               | 70,760               | 1,033               | 3,123               | 2,173               | -                          | 1,280             | 34,635               | -                     | 113,004               |
| Occupancy                                          | 2,097,572            | 85,308              | 168,892             | 84,892              | -                          | 49,802            | 1,593,939            | -                     | 4,080,405             |
| Outside printing, artwork<br>and media             | 67,850               | 3,479               | 9,570               | 4,559               | -                          | 449               | 41,120               | -                     | 127,027               |
| Travel                                             | 2,231,402            | 118,835             | 6,591               | 39,351              | -                          | 8,863             | 189,950              | (69)                  | 2,594,923             |
| Conventions and meetings                           | 168,077              | 18,125              | 16,466              | 1,254               | -                          | 9,710             | 156,942              | -                     | 370,574               |
| Specific assistance to individuals                 | 968,332              | 70,856              | 22,066              | -                   | -                          | 12,455            | 171,751              | -                     | 1,245,460             |
| Dues and subscriptions                             | 22,081               | -                   | 2,424               | 125                 | -                          | 870               | 15,339               | -                     | 40,839                |
| Minor equipment purchases-<br>and equipment rental | 215,839              | 18,748              | 7,922               | 7,850               | -                          | 1,698             | 117,599              | -                     | 369,656               |
| Ads, fees and miscellaneous                        | 27,699               | 1,937               | 2,542               | 355                 | -                          | 230               | 11,013               | -                     | 43,776                |
| Interest                                           | 885,953              | -                   | -                   | -                   | -                          | -                 | 308,286              | (18,023)              | 1,176,216             |
| Bad debt provision                                 | -                    | -                   | -                   | -                   | -                          | -                 | -                    | -                     | -                     |
| Facility tax assessment                            | -                    | -                   | -                   | -                   | -                          | -                 | 182,791              | -                     | 182,791               |
| Depreciation and amortization                      | 1,300,611            | 3,204               | 12,546              | 2,478               | -                          | 2,696             | 385,817              | -                     | 1,707,352             |
|                                                    | <u>\$ 65,968,857</u> | <u>\$ 3,863,424</u> | <u>\$ 2,466,295</u> | <u>\$ 1,440,382</u> | <u>\$ -</u>                | <u>\$ 854,302</u> | <u>\$ 29,796,537</u> | <u>\$ (2,431,097)</u> | <u>\$ 101,958,700</u> |

\* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2013

|                                                    | * New<br>Hampshire | Vermont      | Maine        | Rhode<br>Island | Harbor<br>Schools,<br>Inc. | Connecticut  | New<br>York   | Elimi-<br>nations | Total         |
|----------------------------------------------------|--------------------|--------------|--------------|-----------------|----------------------------|--------------|---------------|-------------------|---------------|
| Salaries and related expenses                      | \$ 46,435,814      | \$ 2,582,606 | \$ 1,182,486 | \$ 950,569      | \$ -                       | \$ 755,476   | \$ 19,897,017 | \$ -              | \$ 71,803,968 |
| Professional fees                                  | 6,607,471          | 573,778      | 49,472       | 197,171         | -                          | 128,550      | 3,683,964     | (2,020,268)       | 9,220,138     |
| Supplies                                           | 1,847,054          | 24,018       | 26,253       | 7,177           | -                          | 26,740       | 770,402       | -                 | 2,701,644     |
| Telephone                                          | 676,981            | 15,458       | 3,861        | 7,864           | -                          | 6,589        | 131,845       | -                 | 842,598       |
| Postage and shipping                               | 76,565             | 1,528        | 2,604        | 2,455           | -                          | 908          | 30,711        | -                 | 114,771       |
| Occupancy                                          | 2,011,739          | 55,018       | 128,009      | 83,516          | -                          | 52,053       | 1,488,120     | -                 | 3,818,455     |
| Outside printing, artwork<br>and media             | 73,284             | 4,336        | 5,082        | 7,299           | -                          | 10,719       | 29,277        | -                 | 129,997       |
| Travel                                             | 2,241,712          | 114,616      | 2,695        | 42,513          | -                          | 10,516       | 191,172       | -                 | 2,603,224     |
| Conventions and meetings                           | 214,794            | 27,374       | 2,162        | 1,668           | -                          | 11,465       | 134,065       | -                 | 391,528       |
| Specific assistance to individuals                 | 712,548            | 87,860       | 2,648        | -               | -                          | 595          | 153,140       | -                 | 956,791       |
| Dues and subscriptions                             | 24,498             | 538          | 4,902        | 1,246           | -                          | 1,280        | 16,753        | -                 | 49,217        |
| Minor equipment purchases-<br>and equipment rental | 292,938            | 19,148       | 9,519        | 11,565          | -                          | 7,157        | 85,912        | -                 | 426,239       |
| Ads, fees and miscellaneous                        | 47,695             | 2,962        | 3,044        | 225             | -                          | 1,594        | 44,104        | -                 | 99,624        |
| Interest                                           | 779,392            | -            | -            | -               | -                          | 26,201       | 319,338       | (31,275)          | 1,093,656     |
| Facility tax assessment                            | -                  | -            | -            | -               | -                          | -            | 311,041       | -                 | 311,041       |
| Depreciation and amortization                      | 1,213,055          | 793          | 3,868        | 1,734           | -                          | 3,670        | 366,053       | -                 | 1,589,173     |
|                                                    | \$ 63,255,540      | \$ 3,510,033 | \$ 1,426,605 | \$ 1,315,002    | \$ -                       | \$ 1,043,513 | \$ 27,652,914 | \$ (2,051,543)    | \$ 96,152,064 |

\* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

**Easter Seals New Hampshire, 555 Auburn Street, Manchester, NH 03103**  
**2015 Board of Directors**

Chairman

**Jim Bee**

**Dennis Beaulieu**

General Counsel &

Assistant Secretary

(non voting member)

**Bradford Cook, Esq.**

Past Chairman

**Richard Rawlings**

**Cynthia Makris**

**Eleanor Dahar**

Vice Chairman

**Tom Sullivan**

**Doris Labbe**

Vice Chairman

**Charles S. Goodwin**

**Ann-Marie Forrester**

**Tim Murray**

Treasurer

**Andrew MacWilliam**

**Sue MacDermott**

Assistant Treasurer

**Matthew Boucher**

**Ben Gamache**

**Rick Courtemanche**

Secretary

**Renee Walsh**

**Tim Lorenz**

Assistant Secretary

**Charles Panasis**

**Kurt Patten**

**Wendell Butcher**

Chairman - ME

**Dennis Brown**

**Pam Telfer**

Chairman - NY

**Richard Lauricella**

**David Goldberg**

**Bryan Bouchard**

Chairman - Farnum

Center

**Rob Wiczorek**

Chairman - RI

**Tracey Colucci**

Vice Chairman - VT

**Sally Garmon**

**Susan C. Ryan**  
**Chief Operating Officer, Easter Seals New Hampshire**

**Core Competencies**

- 25 years of exceptional results leading Non-Profit, Healthcare, Insurance, Benefits Administration, IT and Financial Services organizations
- Deep experience in planning and implementing complex cross-functional initiatives, strategic growth and successful change management outcomes in dynamic, fast-paced environments, reengineering processes using Six Sigma and Lean Processes
- Collaborative Operations leader actualizing sustainable outcomes in operations, IT and financial goals while increasing scalability
- Charismatic Leader with strong record of success motivating and mentoring high performing individuals and teams

**Experience/Accomplishments**

**Chief Operating Officer**  
**Easter Seals NH**

11/2015-present

- Responsible for executive oversight of all consumer programs including Community Based Services (residential and day), Children's Services (EI, Child Development, Autism etc.), Youth Residential/Education, Farnum/Webster Alcohol & Substance abuse, Seniors Day and Home programs, Veterans Count operations, VT, RI and Maine Child & Family Services programs.
- Act as liaison and advocate between Easter Seals NH and all external stakeholders and partners with whom we collaborate

**Vice President, National Operations**  
**Zenith-American Solutions**

1/2014-11/2015

- Provide direction to 20 national offices with 300+ employees administering health and welfare programs to 3M members
- Provide strategic thought leadership to meet corporate and client goals, create workflows to improve efficiency
- Designed national metrics and associated collection, analysis and distribution processes

**Senior Director, Operations Process Improvement and Training**  
**The Elliot Health System (EHS), Manchester NH**

4/2011-12/2013

Elliot Hosp. is a 296-bed acute care facility, 3 Urgent Care Facilities, a Level Two Trauma Center and a network of 350+ primary care and specialty providers.

- Built the health systems first Process Improvement team to serve as internal consultants to clinicians, senior administrators, and stakeholders for managing, evaluating, implementing and communicating the outcomes of key strategic, operational, financial, clinical and quality process improvement projects
- Developed and implemented process improvements and standardization of workflows throughout the EHS. Successfully utilized Six Sigma & Lean Methodologies along with superior project management tools to achieve goals ranging from implementation of Multi-discipline Team Rounding on Med/Surg units, Standardized Scanning of Medical Records, ED to Floor RN handoffs using EPIC SBAR, Adapted BOOST Discharge, Multiple labs process improvements, 10 ED projects ranging from Rapid Assessment to OBs/CDU unit development, numerous Revenue Cycle initiatives to ACO program development and organizational redesigns
- Managed Training team to develop and deliver multi-faceted core content to all EHS staff
- Developed outcome measurement and analytic strategies, identification of key metrics and data sources, and established practical data collection and communication plans

**Vice President/Sr. Director- SCO ACO Operations, Network Contracting and Clinical Data Analysis**  
**United HealthCare, Waltham MA.**

3/2009-3/2011

- Directed Medicaid and Medicare/Healthplan ACO/Senior Care Options operations, including enrollment/eligibility, patient service/care coordination delivery, compliance and state and federal interfaces
- Executed on provider network development, contracting and servicing for all Massachusetts healthcare providers
- Managed business intelligence teams supplying network management and medical expense reporting and analysis
- Lead Six Sigma initiatives implementing cross-functional Lean Processes resulting in higher quality clinical and business outcomes, multi-million dollar savings & revenue opportunities

**Vice President- Process Engineering and Operations Design****Fidelity Investments, NH & MA**

11/2005-3/2009

- Evolved Enterprise-wide process design, developing methodology, organizational design, metrics, governance tools and tactical execution plans increasing speed to market, decreasing cost per participant and improving product line profitability by 10%
- Identified faulty/missing organizational and enabling IT structures across the company; implemented corporate wide Six Sigma process improvements resulting in resource cost avoidance and improved straight through processing
- Transformed Quality Assurance by flattening roles and increasing reusable work processes. Resulted in 20% headcount reduction, decreased cycle time 30% and increased quality execution for products including Health & Welfare, Payroll, Talent Management, Defined Benefits and Defined Contribution products

**Director of Physician Operations and Information Technology**

1/2002-11/2005

**Foundation Medical Partners at Southern NH Medical Center, Nashua, NH**

- Accountable for \$10 million multi-specialty Physician operations P&L, increasing revenue by 10% while decreasing operational budgets by 5%
- Provided leadership and mentoring to more than 30 multi-specialty physicians and 12 multi-site Practice Managers and associated staff.
- Expedited selection and on-time, on-budget implementation of 200 user, multi-site Practice Management & Electronic Billing system resulting in improved revenue of more than \$1M within the first year post implementation
- Led the selection and ongoing implementation of a 350 user, multi-site application and wireless technology to provide Electronic Health Records (EHR/EMR) throughout the continuum of care within a Health System comprised of a 200-bed hospital, 150+ medical providers in 38 multi-specialty practices
- Selected and deployed Dragon Voice Recognition technology for dictation/ transcription for medical providers resulting in \$10,000 in annual savings per medical provider

**Vice President, Professional Services**

11/1999-11/2001

**Workscape, Framingham, MA.**

- Designed and managed 100 person Product Implementation Teams and corporate Project Management Office delivering 90% of IT projects on time, scope and budget
- Instituted cross-functional workgroups with Sales, Product development, QA, PM and Implementation resulting in high-functioning teams requiring fewer members while instituting margin-increasing, repeatable best practices
- Responsible for top 5 strategic client base, including General Motors and Daimler Chrysler providing exemplary customer support for enterprise-wide Healthcare portal products servicing over 370,000 participants via an ASP model

**Service Delivery Executive (Consultant)**

1/1999-11/1999

**Keane, Inc., Bedford, NH**

- Partnered in strategic planning with CIO, COO and CEOs at key client sites. Specifically targeting NH state government and healthcare organizations for business development, providing executive level expertise focused on opportunity expansion and proposal production
- As Practice Manager for CRM (Customer Relationship Management), developed a sales and service strategy to support the development and integration of CRM into a variety of industries

**Executive Director, State of NH**

12/1997-1/1999

**Community Support Network Inc., Concord, NH**

- Creatively challenged the direction of the statewide Board of Directors while reforming and supporting agendas to match strategic plans for \$120 million collaborative of 12 non-profit agencies supplying services and support to people with developmental disabilities; financially supported through Medicaid and matching state funded programs
- Provided individual executive mentoring to the 15 member CEO Board to help ensure the institution of their statewide strategic plans

## **Vice President of Insurance Operations**

8/1986-12/1997

**Consolidated Group, Inc. / HealthPlan Services, Framingham, MA.**

- Developed business units and led staff of 500+ associates located in 6 culturally diverse offices nationwide including HR, Call Centers, Claims Processing, Enrollment and Systems development for Medical, Dental, Life, STD, LTD and specialized gap insurance products
- Conducted due diligence activities for mergers and integration of acquisitions through employee “culturalization” and best practices
- Instituted shared goals, performance metrics and unit cost reporting resulting in 30% savings in operations
- Demonstrated consistent net improvement of 15% annually of all financial and business goals. Led the design and implementation of several leading edge technologies, applications and process improvements, realizing financial and work-process efficiencies of over 40% from previous year
- Led the acquisition of a \$550 million block of business while managing the opening of two new sites and closure of two others. Hired and trained over 100 new employees within three months while reducing transaction turnaround time from 4 weeks to 5 days. Dealt with closure issues including relocation of accounts and employee layoffs while providing uninterrupted and high satisfaction customer services
- Incorporated a \$35 million block acquisition, including transformation of a new office of 60 employees. In a turnaround move, improved service levels from substandard to exceptional within 60 days while relocating office to a new site

## **Educational / Affiliations**

- BS Organizational Management, Magna Cum Laude, Daniel Webster College
- Masters student-MS Organizational Leadership, Southern NH University
- Certified Six Sigma Black Belt, Proficient in Lean
- Certified Process Master: Dr. Michael Hammers coursework (Prof. MIT)
- Proficient in Word, Excel, PowerPoint, Outlook, Project, Visio and many other IT tools
- Founder, Board Chair and Vocalist with the Bedford Big Band [www.BedfordBigBand.com](http://www.BedfordBigBand.com) , 1997-2013
- Board of Directors - Girls Inc. NH [www.girlsincnewhampshire.org](http://www.girlsincnewhampshire.org), 2009-2013, Board Chair 2011-2012
- 2013 Woman of Achievement award winner- Girls Inc. National non-profit supplying programs for girls 6-18

# Susan L. Silsby

## **SUMMARY OF QUALIFICATIONS**

---

- Over 25 years of experience in the non- profit industry
- Successful track record in program operations across multiple states
- Strong leadership and managerial skills
- Solid fiscal management ability
- Exceptional customer service skills
- Professional, organized and highly motivated

## **EDUCATION**

---

University System of New Hampshire   Plymouth, New Hampshire  
BA in Psychology

Varsity Swimming & Diving, Varsity Field Hockey, Delta Zeta National  
Sorority

## **PROFESSIONAL EXPERIENCE**

---

1988- Present   EASTER SEALS NEW HAMPSHIRE

Senior Vice President of Program Services

Plan, develop, implement and monitor program services for adults  
throughout New Hampshire.

Manage all aspects of operations related to the delivery services including  
program development, financial management and personnel  
management.

Analyze trends in referrals, service delivery and funding to develop and  
implement strategic plans that increase the market share, enhance  
financial viability and improve public relations.

Report on administrative, financial, and programmatic outcomes.

Initiate and maintain contact with local and state agency representatives,  
at all levels, to promote Easter Seals services and develop new program  
opportunities.

Establish and maintain effective and positive relationships with public and  
private agencies, referring agencies, parents, funders, and community  
representatives to ensure customer satisfaction and solicit increased  
referrals

Other positions held: Vice President of Community Based Services, Director of  
Vocational Services, Direct Support Professional

## **MARY FRANCES SCHOENLEY**

**Objective:** Management position for ServiceLink.

### **EXPERIENCE**

**2/2015- current: Easter Seals/ServiceLink**

**Program Manager:** - Accountable for all contractual requirements under the ServiceLink contract for Hillsborough County including mandatory reporting, budgets and deliverables. Provide direct supervision and management of staff. Provide ongoing contractual support to other grants under Easter Seals directives.

**9/11- 2/15: Easter Seals/ServiceLink**

**Long Term Support Counselor/Caregiver Specialist:** provide options counseling to individuals and families. Submit required reports. Manage Caregiver Grant program for Hillsborough County. Assess caregiver needs, allocate money under grant requirements. Manage care giver support group. Submit required reports on programs as required

**1/2011-6/2011: Easter Seals (Seniors Count)**

**Program Manager:** maintain Administration on Aging Grant project to assist frail elders in community including submittal of required semi-annual reports. Manage Mary Gale Flex fund Program providing emergency monies to qualified females.

**11/10 to 1/2011: Easter Seals (Seniors Count)**

**Seniors Count Liaison/LongTerm Support Counselor:** maintain an ongoing link with the frail elderly in the community through advocacy and support.

**6/10 – 11/10: Easter Seals (ServiceLink)**

**Long Term Support Counselor:** Provide options counseling to elderly and disabled adults and family members relating to current situations and long term care solutions.

**9/05 – to 1/2011: Target ( Bedford and Salem NH stores)**

**Human Resources/Cash office/Guest Services/Comparative Shopper:** Assisted HR executive in maintaining human resources department including scheduling, payroll, employment screening of applications, interviews, orientation and completion of all required forms for hiring. Data management in compliance with NH Labor Department Regulations and Target policies. Cash office accounting. Provided guests assistance with purchases, returns, concerns and complaints following Target policies. Assisted Target departments including pricing, presentation and logistics(flow), Maintained HR Department as necessary when assigned Executive was unavailable.

**12/2003 – 8/2005: Green briar Terrace Healthcare**

**Director – Social Service Department:** Managed Social Service Department for a 300 bed facility. Responsibilities included supervision, directing social service activities, staffing and department planning and budgeting. Provided auditing and reporting resource in support of Performance Improvement initiatives; Scheduled and coordinated monthly Care Plan meetings with interdisciplinary team, residents, and family members; acted as internal resident advocate. Assist with outreach and community service coordination for rehabilitative patients upon discharge. Maintain an active social service caseload from 80 to 240 residents dependent upon staffing availability.

**12/2001-12/2003: BAE Systems**

**Data Manager:** Responsible for maintaining internal and deliverable documentation for five projects within a major Department of Defense program environment. Prepared and maintained document delivery schedules and administered data review processes through in-depth editing of documents to ensure compliance with contractual requirements Maintained electronic databases, shared areas, and data file repositories. Interfaced directly with Government customer representatives and provided routine status and process briefings as required. (Top Secret Security Clearance)

**10/1991 – 11/2001: NH Department of Health and Human Services – Manchester District Office:**

**Social Worker/ Assessment Supervisor** Facilitated and managed implementation of Federal programs by providing direct client/family support through home visits and/or phone calls. Coordinated and arranged in-home community services through case plans. Monitored Provider services and performed quality review of community services. Investigated Protective incident reports in accordance with program guidelines. Supervised 6 assessment workers. Assigned cases; performed annual personnel reviews; reviewed required case documentation, provided documentation/case status reports. Maintained group budget and monitored expenditures. Managed on-going caseloads for clients of DCYF.



## **EDUCATION**

**Master of Business Administration** Rivier College, January 2002 (Health Administration)

**Bachelor of Arts** (Psychology), University of New Hampshire, 1977

**Post Bachelors Certificate Program** courses (Health Administration/Planning), University of New Hampshire, 1986-88

**Contractor Name: Easter Seals NH**

---

Key Personnel

| Name           | Job Title                   | Salary     | % Paid from<br>this Contract | Amount Paid from<br>this Contract |
|----------------|-----------------------------|------------|------------------------------|-----------------------------------|
| Larry Gammon   | President & CEO             | \$ 352,452 | 0.00%                        | \$ 0                              |
| Susan Ryan     | COO                         | \$ 160,000 | 0.00%                        | \$ 0                              |
| Elin Treanor   | Chief Financial Officer     | \$ 240,000 | 0.00%                        | \$ 0                              |
| Susan Silsby   | Senior VP                   | \$ 146,000 | 0.00%                        | \$ 0                              |
| Laurie Duff    | Director of Senior Services | \$ 51,400  | 0.00%                        | \$ 0                              |
| Mary Schoenley | Center Manager              | \$ 50,053  | 100.00%                      | \$ 50,053                         |
|                |                             |            |                              |                                   |



Nicholas A. Toumpas  
Commissioner

Diane Langley  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9520 1-800-852-3345 Ext. 9520  
Fax: 603-271-4643 TDD Access: 1-800-735-2964

September 12, 2014

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 to enter into a **sole source** amendment to an existing agreement with Easter Seals New Hampshire, Inc. (Vendor # 177204), 555 Auburn Street, Manchester, NH 03103, for the provision of a Military Veteran Access to No Wrong Door program that includes a provision for providing and coordinating cross training to other ServiceLink Resource Centers, Civilian Providers, and Military-Veteran Providers statewide in order to ensure continuation of community-based services to veterans, service members and their families, by increasing the price limitation by \$500,000 from \$697,547 to \$1,197,547 effective upon Governor and Executive Council approval, with no change to the end date of June 30, 2015.

The original contract was approved by the Governor and Executive Council on December 20, 2013 (Item #62) and subsequently amended on June 4, 2014 (Item #59).

Funds are available in the following accounts for State Fiscal Year 2015.  
(See attachment for Fiscal Details.)

**EXPLANATION**

This request is **sole source** because it increases the original contract amount by more than ten percent (10%). This sole source amendment increases funding for services that provide and/or coordinate military culture training; core competence training; and technical assistance to ServiceLink Resource Centers. Additionally, the Contractor will coordinate statewide training to civilian service providers and work to develop a partnership with the federal contractor, ProForce, that is responsible for the new National Guard Care Coordination Program.

ProForce is a Service-Disabled Veteran-Owned Small Business that has a strong background in case management, as well as a history in partnering with the Veterans' Administration and with the National Guard Bureau's Child & Youth Programs nationwide. The

14 VST

10/1/14  
#14

100% Federal funds  
Sole source

Contractor will partner with ProForce in order to create a safety net for individuals who are found ineligible for care coordination through ProForce. Additionally, the Contractor will work with ProForce by providing information, training, and access to long-term support services for military personnel and their families pre, during and post deployment who are eligible for case management services through ProForce.

The Contractor is one (1) of eight (8) ServiceLink Resource Center contractors. In addition to providing services through the ServiceLink Resource Center, the Contractor has developed, piloted and implemented the statewide Deployment Cycle Support Care Coordination Program since 2008. The Deployment Cycle Support Care Coordination Program builds a community-based support system, which integrates current veteran services with existing service delivery systems while allowing local access for a full-spectrum of care. The Deployment Cycle Support Care Coordination Program supports families and military members pre, during and post deployment. Crisis prevention for families and military members is addressed through early development of care plans by professional care coordinators. The care plan is a risk assessment tool used to organize support services early, thereby reducing the overall number of emergency situations for service members and families involved in the war effort. Care coordinators proactively address care plan needs and refer individuals to community-based care services or provide further treatment. The Deployment Cycle Support Care Coordination Program, in partnership with the New Hampshire National Guard and the Department, will be replaced with a federally contracted care coordination program administered by ProForce, effective October 1, 2014.

In order to ensure a smooth transition as well as a strong and integrated safety net, the Contractor will partner with the New Hampshire National Guard, ServiceLink and ProForce to ensure that all programs have a full spectrum of understanding of military culture, as well as the services available to military personnel, veterans and their families. The Contractor will also coordinate statewide core competency training sessions for civilian providers, which include Community Mental Health Centers, hospitals, and private practitioners.

The Contractor will provide services through the Department's No Wrong Door single entry process system that educates, informs and guides consumers and stakeholders regarding available Medicaid community long-term services and supports, some of which are listed below.

- 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, assisting them in transitioning from the hospital setting back into the community.

- 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.

- Veterans Directed Home and Community Based Program

This service expands the service coordination offered to veterans and their families, by finding respite and supplemental services to help them stay in the community.

The long-term support services listed above can be cumbersome to navigate. The Contractor will assist in establishing an integrated referral process to seamlessly transition military personnel and their families from the Deployment Cycle Support Care Coordination Program to the newly established National Guard' care coordination program, administered by ProForce, or to ServiceLink. The Contractor will assist with coordination of services for veterans of all eras through the No Wrong Door system to ensure service members, veterans and their families have access to long term support services, and critical ancillary services related to employment, housing, counseling, suicide prevention and other critical needs.

This Contractor has established services that assist military personnel and families affected by deployment, such as financial assistance through the Veterans Count program. The Contractor's collaborative partnerships, experience and military cultural competence is unique due to its development and implementation of the Deployment Cycle Support Care Coordination Program. The Contractor's experience gained through the Deployment Cycle Support Care Coordination Program uniquely positions this Contractor to be able to provide cross training to ServiceLink Resource Centers and ProForce, as well as to be able to coordinate statewide training for civilian providers.

The Contractor will work with existing and new programs to help ensure a sustainable framework for access to long term support services by New Hampshire service members, veterans and their families by educating ProForce care coordinators in long term support services available in New Hampshire through community-based and other services unique to this State. Likewise, because the Contractor is a ServiceLink Resource Center provider, this Contractor will be equipped to educate other ServiceLink Resource Center providers on the military culture unique to service members, veterans and their families. The Contractor will also coordinate statewide training and training supports to civilian providers to further ensure integrated access to long term support services for this population.

The Contractor will create outreach materials and resource guides in partnership with ServiceLink to ensure public awareness and access of Long Term Support Services available in New Hampshire. Ensuring access to the resources available in different arenas will assist in educating the public on services available to military personnel and their families.

Should the Governor and Executive Council determine to not approve this request, over one hundred (100) Deployment Cycle Support Care Coordination Program cases no longer eligible for services under the new federal program could stop receiving care coordination for long term support services, which would negatively impact the citizens of New Hampshire, especially military personnel, veterans and their families. Further, future service members, veterans and their families would be unable to have access to these critical services available through a comprehensive safety net. Moreover, without providing and coordinating statewide training, providers would lack the full spectrum of knowledge regarding military/veteran issues; New Hampshire-specific community-based services; and New Hampshire-specific long term support services available through the No Wrong Door single entry process system. The indirect impact of loss of supports could be devastating to military and civilian citizens statewide.

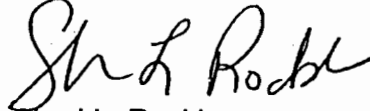
Area served: Statewide

Source of funds: 72.98% Federal Funds

27.02% General Funds

In the event federal funds become no longer available, general funds will not be requested to support this request.

Respectfully submitted,



Sheri L. Rockburn  
Chief Financial Officer

Approved by:



Nicholas A. Toumpas  
Commissioner



State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the ServiceLink Program Contract

This 2<sup>nd</sup> Amendment to the ServiceLink Program contract (hereinafter referred to as "Amendment #2") dated this 1<sup>st</sup> day of October 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 Easter Seals New Hampshire, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2013, and amended by an agreement (Amendment #1 to the Contract) approved on June 4, 2014 (Item #59), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may amend the agreement by written instrument of the parties upon approval of the Governor and Executive Council; and

WHEREAS the parties agree to revise the scope of services to be performed and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree, as follows:

To amend as follows:

- 1) Form P-37, General Provisions, Block 1.8, to read:  
\$1,197,547
- 2) Delete Exhibit A-1, Scope of Services and replace with Amendment #2 – Exhibit A-1, Scope of Services.
- 3) Delete Exhibit B Amendment #1, Method and Conditions Precedent to Payment and replace with Amendment #2 – Exhibit B, Method and Conditions Precedent to Payment.
- 4) Add Amendment #2 - Exhibit B-14A, Budget for Military Veteran Access to No Wrong Door.

*E.S.*

*9/11/2014*

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,

9/17/14  
Date

State of New Hampshire  
Department of Health and Human Services  
Sheri L. Rockburn  
Sheri L. Rockburn  
Chief Financial Officer

9/11/2014  
Date

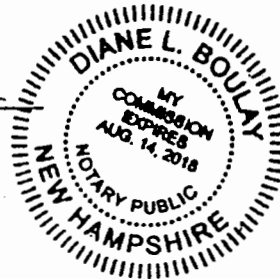
Easter Seals of New Hampshire, Inc.  
Elin Medica  
NAME  
TITLE CTO

Acknowledgement:

State of New Hampshire County of Hillsborough on 9/11/14, 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

Diane L. Boulay  
Name and Title of Notary or Justice of the Peace





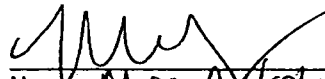
New Hampshire Department of Health and Humans Services  
New Hampshire ServiceLink Program



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/10/14  
Date

  
Name: Megan A. Apple  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



## Scope of Services

1. The Contractor shall provide Veterans the opportunity to receive home and community based services in a consumer directed fashion that enables them to avoid nursing home placement and to continue to live in their homes and communities.
  - 1.1. Develop and implement a VDHCB program to provide the services described in paragraph 1.2, in the following ways:
    - 1.1.1. Enter into a provider agreement with the White River Junction Veteran's Administration Medical Center (WRJ VAMC), Vermont and/or the Manchester Veteran's Administration Medical Center (Manchester VAMC). The agreement is to be based on the Memorandum of Agreement between the Department and the WRJ and/or Manchester VAMC. Under the Agreement, the contractor shall be responsible for service coordination in paragraph 1.2.
    - 1.1.2. Establish an advisory group to oversee the development, implementation of the program and provide ongoing feedback for continuous improvement of the program and services. Membership is to include representation from key community resources, local Veterans' organizations, Veterans and families of Veterans utilizing the program, and the public.
    - 1.1.3. Establish a budget for the costs to develop and implement the program. The Department provides funding for the development and implementation limited to the following:
      - 1.1.3.1. Staff development and training: This includes costs of trainings for staff, recruiting and hiring new staff, costs of salaries for newly hired staff during development and implementation of the program.
      - 1.1.3.2. Travel costs associated with capacity building: Staff mileage to training sites, staff mileage related to providing education and outreach to the public about the program, assisting the Veteran in getting services and in identifying service providers and services, and development and implementation of the advisory committee.
      - 1.1.3.3. Development and implementation of business processes related to the VD-HCBS Program: computer equipment, telephone expenses, and office furniture for new staff.
      - 1.1.3.4. Once the program has been established, the VAMC will, under their agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services, in paragraph 1.2.
    - 1.1.4. Provide or contract with an agency to provide financial management services in accordance with the roles and responsibilities of an agency with choice model.
    - 1.1.5. Provide a minimum of a .5 FTE Veterans Options counselor to provide counseling, assessment, service coordination, and assistance to Veterans participating in the program in developing and managing an individual service budget.

ET

9/11/2014



- 1.1.6. Ensure that key staffs such as the SLRC Program Director, site supervisors, caregiver specialists, and options counselors have been trained to provide initial start-up and collaborative support for the program.
- 1.1.7. Within ninety (90) days from the effective date of the contract, the contractor will complete a Program orientation and participate in a readiness review by the Department, in accordance with the Program/Policy Guide.
- 1.1.8. Reviews will be conducted by monthly face to face meetings, conference calls and webinars.
- 1.2. Have the program infrastructure in place within ninety (90) days from the effective date of the contract and is actively providing options counseling and assisting Veterans in arranging consumer directed services by:
  - 1.2.1. Maintain the provider agreement in paragraph 1.1 and the contractor shall be responsible for service coordination for the Veteran by:
    - 1.2.1.1. Accept referrals of eligible Veterans from at least one of the VAMC in paragraph 1.1. The Veterans Administration is responsible for determining the eligibility of Veterans for the program and for authorizing a budget to buy long term supports and services for the Veteran. The Veterans Administration will refer eligible Veterans with an authorized flexible service budget to the contractor.
    - 1.2.1.2. Provide options counseling to Veterans and their families as they determine how to use their flexible home and community based services budget to meet their long term supports and service needs, goals, and preferences. At a minimum, options counseling shall include an assessment, plan of care and identify type of services to meet the needs to the Veteran to remain in the home and community. The Contractor shall submit the Veteran's plans of care with types of services to the VAMC for approval before the Veteran receives services. The Contractor shall comply with the VAMC and the Department's program and policies guide for linking Veterans with needed Long term services and supports and making mutual referrals.
    - 1.2.1.3. Provide or maintain the contract with an agency to provide financial management services in accordance with the roles and responsibilities of an agency with choice model.
    - 1.2.1.4. Seek reimbursements for service coordination through the VAMC. Once the program has been established, the VAMC will, under their agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services.
  - 1.2.2. Assure the following:
    - 1.2.2.1. All Veterans referred to the program from the VAMCs are contacted within 3 business days of the referral to ServiceLink contractor to set up a date for assessment.
    - 1.2.2.2. 100% of services provided are based on the needs and preferences of the participating Veteran.



Amendment #2 - Exhibit A-1

- 1.2.2.3. Veterans enrolled in the program decide what mix of goods and services will best meet their needs for long term care support.
- 1.2.2.4. Of the Veterans served, there will be a 90 % or better, consumer satisfaction rate.
- 1.2.3. Comply with procedures for reporting requirements defined by DHHS.
- 1.2.4. Provide this service to individuals located in the cities and towns in the geographic area of Hillsborough (excluding the towns of Western Hillsborough defined as: Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor).
- 1.2.5. Enter contact data into the Refer 7 data base to increase the amount of resources available within a geographic area in Section 1.2.4 to serve Veterans.
- 1.2.6. Assure that documentation required by both the Department and the VAMC is kept current and submitted according to the program and policy guide.
- 1.3. Participate in continuous process improvement activities with the Department and/or the VAMC to evaluate and improve the quality of the program and its policies and processes by attending monthly meetings, trainings, and conference calls.
2. The Contractor shall provide Medicare Improvements for Patients and Providers Act (MIPPA) services as follows:
  - 2.1. Provide MIPPA services to assist Medicare beneficiaries to:
    - 2.1.1. Reduce Medicare cost share expenses for people with limited income by enrolling beneficiaries into the low-income subsidy (LIS) and Medicare Savings Programs (MSP); and enrolling beneficiaries in Medicare Part D prescription coverage.
    - 2.1.2. Increase wellness and prevent illnesses among all Medicare beneficiaries by increasing and promoting awareness of Medicare's preventive and screening services.
  - 2.2. Promote the Medicare programs described in Section 2.1 by conducting outreach and education to increase the number of people enrolled into these programs. To assist the Department in determining the outreach and education strategies to implement in the specific geographic area, the contractor shall complete assessments and analysis to determine the effectiveness of informing Medicare beneficiaries and having them enroll in the programs. Specifically the contractor shall:
    - 2.2.1. Complete an assessment of past outreach activities that targeted low income Medicare beneficiaries and those people who may not have physical access to ServiceLink contractor offices, internet access, or access to a telephone. The Department will provide the data to the contractor for the specific geographic area list above. Data will include existing and past outreach and education materials and strategies used in the specific geographic area. The contractor shall report the findings to the Department.
    - 2.2.2. Complete an analysis of Social Security and Centers for Medicaid and Medicare Services statistics to identify target areas for outreach. The Department will provide the data to the contractor for the specific geographic area listed above. The contractor shall report the findings to the Department.

ET

9/11/2014



- 2.2.3. Assess current and past partnerships with other agencies and community services.
- 2.3. The Department will review the contractor's results of the assessment and analysis described in Section 2.2 and will determine the best outreach approaches, target population and geographic area for the contractor to conduct outreach, education and assistance to meet the goals in Section 2.7 Performance Measures. Outreach and education consists of the following, but not limited to:
- 2.3.1. Promote the availability of Medicare preventive services such as wellness screenings and flu shots to Medicare beneficiaries through the distribution of promotional materials developed by CMS and BEAS;
  - 2.3.2. Set and implement calendar for outreach campaigns (2 per month for each ADRC): (1) Mail introductory letters to town offices, housing sites, home health agencies, Parish Nurses, public libraries, hospital public affair managers, pharmacies, and medical practices; (2) Do follow-up contacts and (3) Arrange face to face meetings.
  - 2.3.3. Develop contact list of all fitness centers, health clubs, senior-based websites, AARP local Chapters, churches, senior and community centers, meal sites, and public libraries. The contractor shall request to partner with these contacts to communicate awareness of Medicare Programs listed in Section 2.1.
  - 2.3.4. Work in consultation with NH SHIP Director and the other ServiceLink contractors to set up MIPPA Email list Serve for State/agency leads – Client Services, Medicaid Eligibility, Fuel Assistance, hospital charitable offices, Minority Services, Sight and Hearing Impaired groups –to disseminate LIS/MSP objectives. The developed email List Serve will be used to communicate awareness of Medicare Programs listed in Section 2.1.
  - 2.3.5. Develop a media list for the geographic area to be covered – radio stations, newspapers, agency/hospital web-based newsletters and other community websites to share LIS/MSP and Preventive benefits. The media list will be used to implement advertising activities to communicate awareness of Medicare Programs listed in Section 2.1.
  - 2.3.6. Write scripts for Radio, newspapers, and public service announcements. The Department shall approve them prior to publication.
  - 2.3.7. The contractor will be responsible for purchasing the media in their local area.
- 2.4. Insure staffing capacity to insure a demonstrated increase and enhanced beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage as described in section 4.7.3 of the ServiceLink Contract.
- 2.5. Complying with procedures for reporting requirements defined by DHHS.
- 2.6. Provide service to individuals located in the cities and towns in the geographic area of Hillsborough (excluding the towns of Western Hillsborough defined as: Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor).
- 2.7. Performance Measures :

ET

9/11/2014



The Contractor will be required to meet or exceed the performance measures described below:

| Performance Measure                                                                                                                                              | How it will be measured                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Measure 1:</b> Increasing the number of individuals enrolled in: LIS, MSP, and Medicare Part D:<br><b>Hillsborough County: 159</b>                | Work plan and MIPPA monthly Outreach Activities and Enrollment reports sent to DHHS by 10th of each month.                                     |
| <b>Performance Measure 2:</b> 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).                |
| <b>Performance Measure 3:</b> 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.                                                                                   |
| <b>Performance Measure 4:</b> 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 |

3. The Contractor shall develop and implement a sustainable safety net of services for Service Members/Veterans/Families (SMVF) cases to ensure all NH SMVF can receive culturally competent assistance and comprehensive service coordination in order to gain long-term services and supports (LTSS), regardless of eligibility for other government-funded care coordination programs. All activities, programs, training materials and care coordination work are subject to Department review and approval. The Contractor shall:

- 3.1. Collaborate with the Department to ensure coordination and integration of Balanced Incentive Program (BIP) and the No Wrong Door system to:

3.1.1. Reduce unnecessary institutional care.

3.1.2. Help ensure those in need of Medicaid long-term services have access to alternatives that are less restrictive at a lower-cost.

- 3.2. Provide and/or coordinate statewide training that increases military cultural and clinical competence.

- 3.3. Collaborate with ServiceLink providers to streamline the application, assessment and eligibility process for LTSS to SMVF case members. Collaboration shall include, but not be limited to:

3.3.1. Functioning as a No Wrong Door partner to ServiceLink providers.

3.3.2. Providing technical assistance to ServiceLink providers statewide, as needed.

3.3.3. Assisting ServiceLink providers with care coordination and providing direct support for cases with intense clinical needs.

3.3.4. Providing military culture and core competency training to ServiceLink providers to ensure a clear understanding of SMVF pre, during and post deployment needs, as well as the needs of older veterans.

- 3.4. Conduct ServiceLink provider meetings, statewide. The Contractor shall:

3.4.1. Coordinate and facilitate a statewide project kickoff meeting.

Easter Seals New Hampshire, Inc.

Contractor Initials

ES

9/11/2014



- 3.4.2. Conduct integrated meetings with each ServiceLink site to address:
  - 3.4.2.1. Current SMVF outreach/engagement activities.
  - 3.4.2.2. Military cultural awareness.
  - 3.4.2.3. Other issues relevant to the local SMVF and provider communities.
- 3.5. Conduct meetings regarding No Wrong Door partnerships and training needs with organizations that include, but are not limited to:
  - 3.5.1. VA, Vet Center and Veteran Service Organizations.
  - 3.5.2. National Guard and Reserves.
  - 3.5.3. State Office of Veterans Services.
  - 3.5.4. Community Mental Health Centers, hospitals, and private practitioners.
- 3.6. Attend cross training activities presented by ServiceLink in order to:
  - 3.6.1. Provide preliminary screening for LTSS and person-centered counseling.
  - 3.6.2. Train other SMVF providers, including the ProForce team carrying out the NH National Guard Care Coordination Program, in the LTSS system and how to effectively partner with other providers and ServiceLink.
- 3.7. Provide sufficient Care Coordinator staff to provide:
  - 3.7.1. Care coordination and collaborative casework with ServiceLink providers.
  - 3.7.2. Referrals for SMVF to community-based services with a seamless transition.
  - 3.7.3. Emergency assistance to SMVF.
  - 3.7.4. Safety net care coordination and crisis intervention for SMVF no longer eligible for services through the National Guard's Care Coordination Program (ProForce).
  - 3.7.5. A liaison who shall work to ensure seamless case transition to ProForce.
  - 3.7.6. Mentors to ProForce Care Coordinators to ensure training and supports are available, as needed, during the transition period.
- 3.8. Coordinate resources to meet immediate SMVF needs through Veterans Count to:
  - 3.8.1. Ensure emergency financial needs are met, including but not limited to, food, housing, transportation, utilities, and other critical needs defined in Veterans Count policies.
  - 3.8.2. Support SMVF of all eras to engage in effective planning and service coordination for LTSS.
- 3.9. Create outreach materials and resource guides in partnership with ServiceLink for Department approval, which shall include, but not be limited to:
  - 3.9.1. Flyers, posters and handouts to engage SMVF and SMVF providers in the No Wrong Door system.
  - 3.9.2. Web-based and social media outreach.
- 3.10. Develop and coordinate statewide delivery of training curriculum related to military culture and military competency training. The Contractor shall:

*ES*

*9/11/2024*



- 3.10.1. Use web-based training, as approved by the Department.
- 3.10.2. Coordinate in-person training sessions with the Department, ServiceLink, and ProForce as well as the provider community, which includes but is not limited to Community Mental Health Centers, hospitals, and private practitioners.
- 3.10.3. Coordinate training reimbursement payments with Community Mental Health Centers, hospitals and private practitioners who send staff to attend military culture and military competency training.
- 3.10.4. Market the No Wrong Door system, and related training, at all appropriate military-veteran events, forums and drills.
- 3.11. Collaborate with the Department and ServiceLink to develop SMVF-specific business rules and protocols for the No Wrong Door system. The Contractor shall:
  - 3.11.1. Draft initial policies and protocols for stakeholder review.
  - 3.11.2. Coordinate and conduct ServiceLink policy review meetings.
  - 3.11.3. Provide drafts of policies to the Department for final approval.
- 3.12. Identify providers in SMVF service systems that may be eligible to apply for Medicaid reimbursement in order to assist those providers with securing future funding.
- 3.13. Provide a monthly narrative summary report to the Department no later than the 15<sup>th</sup> of each month that specifies:
  - 3.13.1. Project accomplishments and deliverables.
  - 3.13.2. Client services provided
- 3.14. Conduct a survey of SMVF and civilian providers to assess levels of understanding, satisfaction of services provided and integration with the No Wrong Door system.
- 3.15. Provide a final report to the Department no later than thirty (30) days from the contract end date, that includes, but is not limited to:
  - 3.15.1. Clients served.
  - 3.15.2. ServiceLink cross-referrals.
  - 3.15.3. Trainings held.
  - 3.15.4. Summary of best practices established and recommendations for implementing sustainable infrastructure changes.

ET

9/11/2014





Amendment #2 - Exhibit B

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement for the services provided by the Contractor pursuant to Exhibit A 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                                    |
| 13AANHMAAA,<br>13AANHMADR,<br>IX0CMS331283 | 93.071 | Admin for Community Living & Centers for Medicare & Medicaid Services | CMS LIS/MSP Outreach to Low Income Medicare Beneficiaries (MIPPA) |
| 140SNHBIPP                                 | 93.778 | Centers for Medicare & Medicaid Services                              | Balancing Incentive Program                                       |

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 |
| Balancing Incentive Program                                       | 05-95-49-490510-29850000-102-500731 |



## Amendment #2 - Exhibit B

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  
Division of Community Based Care Services  
Department of Health and Human Services  
129 Pleasant Street, Brown Building  
Concord, NH 03301

5. Payment for contracted services will be made 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 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.



**Amendment #2 - Exhibit B**

---

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 June 30, 2015 for the purposes of developing and implementing the program as defined in Section 1.1 and 1.3 of Exhibit A-1. Once the program is operational, the contractor shall continue providing the scope of work as defined in Section 1.2 of Exhibit A-1, without funding from the Department.



State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Easter Seals of New Hampshire Inc. Contract

This 1<sup>st</sup> Amendment to the ServiceLink Program contract (hereinafter referred to as "Amendment #1") dated this 1<sup>st</sup> day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Easter Seals of New Hampshire, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 55 Auburn Street, Manchester, NH 03103.

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 \$697,547.
- 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.

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

8/7/14  
Date

NAME  
TITLE

[Signature]

Easter Seals of New Hampshire, Inc.

5/6/2014  
Date

[Signature]  
NAME Elin Treanor  
TITLE CEO

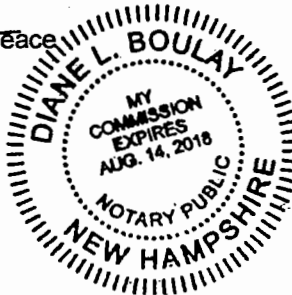
Acknowledgement:

State of New Hampshire, County of Hillsborough on 5/6/2014, 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

Diane L Boulay

Name and Title of Notary or Justice of the Peace



New Hampshire Department of Health and Humans 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

5-14-14  
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:

Contractor Initials: EH  
Date: 5/16/14



## Scope of Services

1. The Contractor shall provide Veterans the opportunity to receive home and community based services in a consumer directed fashion that enables them to avoid nursing home placement and to continue to live in their homes and communities.
  - 1.1. Develop and implement a VDHCB program to provide the services described in paragraph 1.2, in the following ways:
    - 1.1.1. Enter into a provider agreement with the White River Junction Veteran's Administration Medical Center (WRJ VAMC), Vermont and/or the Manchester Veteran's Administration Medical Center (Manchester VAMC). The agreement is to be based on the Memorandum of Agreement between the Department and the WRJ and/or Manchester VAMC. Under the Agreement, the contractor shall be responsible for service coordination in paragraph 1.2.
    - 1.1.2. Establish an advisory group to oversee the development, implementation of the program and provide ongoing feedback for continuous improvement of the program and services. Membership is to include representation from key community resources, local Veterans' organizations, Veterans and families of Veterans utilizing the program, and the public.
    - 1.1.3. Establish a budget for the costs to develop and implement the program. The Department provides funding for the development and implementation limited to the following:
      - 1.1.3.1. Staff development and training: This includes costs of trainings for staff, recruiting and hiring new staff, costs of salaries for newly hired staff during development and implementation of the program.
      - 1.1.3.2. Travel costs associated with capacity building: Staff mileage to training sites, staff mileage related to providing education and outreach to the public about the program, assisting the Veteran in getting services and in identifying service providers and services, and development and implementation of the advisory committee.
      - 1.1.3.3. Development and implementation of business processes related to the VD-HCBS Program: computer equipment, telephone expenses, and office furniture for new staff.
      - 1.1.3.4. Once the program has been established, the VAMC will, under their agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services, in paragraph 1.2.
    - 1.1.4. Provide or contract with an agency to provide financial management services in accordance with the roles and responsibilities of an agency with choice model.
    - 1.1.5. Provide a minimum of a .5 FTE Veterans Options counselor to provide counseling, assessment, service coordination, and assistance to Veterans participating in the program in developing and managing an individual service budget.
    - 1.1.6. Ensure that key staffs such as the SLRC Program Director, site supervisors, caregiver specialists, and options counselors have been trained to provide initial start-up and collaborative support for the program.
    - 1.1.7. Within ninety (90) days from the effective date of the contract, the contractor will complete a Program orientation and participate in a readiness review by the Department, in accordance with the Program/Policy Guide.
    - 1.1.8. Reviews will be conducted by monthly face to face meetings, conference calls and webinars.

ET

5/16/2014



Exhibit A-1

- 1.2. Have the program infrastructure in place within ninety (90) days from the effective date of the contract and is actively providing options counseling and assisting Veterans in arranging consumer directed services by:
  - 1.2.1. Maintain the provider agreement in paragraph 1.1 and the contractor shall be responsible for service coordination for the Veteran by:
    - 1.2.1.1. Accept referrals of eligible Veterans from at least one of the VAMC in paragraph 1.1. The Veterans Administration is responsible for determining the eligibility of Veterans for the program and for authorizing a budget to buy long term supports and services for the Veteran. The Veterans Administration will refer eligible Veterans with an authorized flexible service budget to the contractor.
    - 1.2.1.2. Provide options counseling to Veterans and their families as they determine how to use their flexible home and community based services budget to meet their long term supports and service needs, goals, and preferences. At a minimum, options counseling shall include an assessment, plan of care and identify type of services to meet the needs to the Veteran to remain in the home and community. The Contractor shall submit the Veteran's plans of care with types of services to the VAMC for approval before the Veteran receives services. The Contractor shall comply with the VAMC and the Department's program and policies guide for linking Veterans with needed Long term services and supports and making mutual referrals.
    - 1.2.1.3. Provide or maintain the contract with an agency to provide financial management services in accordance with the roles and responsibilities of an agency with choice model.
    - 1.2.1.4. Seek reimbursements for service coordination through the VAMC. Once the program has been established, the VAMC will, under their agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services.
  - 1.2.2. Assure the following:
    - 1.2.2.1. All Veterans referred to the program from the VAMCs are contacted within 3 business days of the referral to ServiceLink contractor to set up a date for assessment.
    - 1.2.2.2. 100% of services provided are based on the needs and preferences of the participating Veteran.
    - 1.2.2.3. Veterans enrolled in the program decide what mix of goods and services will best meet their needs for long term care support.
    - 1.2.2.4. Of the Veterans served, there will be a 90 % or better, consumer satisfaction rate.
  - 1.2.3. Comply with procedures for reporting requirements defined by DHHS.
  - 1.2.4. Provide this service to individuals located in the cities and towns in the geographic area of Hillsborough (excluding the towns of Western Hillsborough defined as: Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor).
  - 1.2.5. Enter contact data into the Refer 7 data base to increase the amount of resources available within a geographic area in Section 1.2.4 to serve Veterans.
  - 1.2.6. Assure that documentation required by both the Department and the VAMC is kept current and submitted according to the program and policy guide.
- 1.3. Participate in continuous process improvement activities with the Department and/or the VAMC to evaluate and improve the quality of the program and its policies and processes by attending monthly meetings, trainings, and conference calls.

ET

5/16/2014





Exhibit A-1

2. The Contractor shall provide Medicare Improvements for Patients and Providers Act (MIPPA) services as follows:
  - 2.1. Provide MIPPA services to assist Medicare beneficiaries to:
    - 2.1.1. Reduce Medicare cost share expenses for people with limited income by enrolling beneficiaries into the low-income subsidy (LIS) and Medicare Savings Programs (MSP); and enrolling beneficiaries in Medicare Part D prescription coverage.
    - 2.1.2. Increase wellness and prevent illnesses among all Medicare beneficiaries by increasing and promoting awareness of Medicare's preventive and screening services.
  - 2.2. Promote the Medicare programs described in Section 2.1 by conducting outreach and education to increase the number of people enrolled into these programs. To assist the Department in determining the outreach and education strategies to implement in the specific geographic area, the contractor shall complete assessments and analysis to determine the effectiveness of informing Medicare beneficiaries and having them enroll in the programs. Specifically the contractor shall:
    - 2.2.1. Complete an assessment of past outreach activities that targeted low income Medicare beneficiaries and those people who may not have physical access to ServiceLink contractor offices, internet access, or access to a telephone. The Department will provide the data to the contractor for the specific geographic area list above. Data will include existing and past outreach and education materials and strategies used in the specific geographic area. The contractor shall report the findings to the Department.
    - 2.2.2. Complete an analysis of Social Security and Centers for Medicaid and Medicare Services statistics to identify target areas for outreach. The Department will provide the data to the contractor for the specific geographic area listed above. The contractor shall report the findings to the Department.
    - 2.2.3. Assess current and past partnerships with other agencies and community services.
  - 2.3. The Department will review the contractor's results of the assessment and analysis described in Section 2.2 and will determine the best outreach approaches, target population and geographic area for the contractor to conduct outreach, education and assistance to meet the goals in Section 2.7 Performance Measures. Outreach and education consists of the following, but not limited to:
    - 2.3.1. Promote the availability of Medicare preventive services such as wellness screenings and flu shots to Medicare beneficiaries through the distribution of promotional materials developed by CMS and BEAS;
    - 2.3.2. Set and implement calendar for outreach campaigns (2 per month for each ADRC): (1) Mail introductory letters to town offices, housing sites, home health agencies, Parish Nurses, public libraries, hospital public affair managers, pharmacies, and medical practices; (2) Do follow-up contacts and (3) Arrange face to face meetings.
    - 2.3.3. Develop contact list of all fitness centers, health clubs, senior-based websites, AARP local Chapters, churches, senior and community centers, meal sites, and public libraries. The contractor shall request to partner with these contacts to communicate awareness of Medicare Programs listed in Section 2.1
    - 2.3.4. Work in consultation with NH SHIP Director and the other ServiceLink contractors to set up MIPPA Email list Serve for State/agency leads – Client Services, Medicaid Eligibility, Fuel Assistance, hospital charitable offices, Minority



Exhibit A-1

Services, Sight and Hearing Impaired groups –to disseminate LIS/MSP objectives. The developed email List Serve will be used to communicate awareness of Medicare Programs listed in Section 2.1.

2.3.5. Develop a media list for the geographic area to be covered – radio stations, newspapers, agency/hospital web-based newsletters and other community websites to share LIS/MSP and Preventive benefits. The media list will be used to implement advertising activities to communicate awareness of Medicare Programs listed in Section 2.1.

2.3.6. Write scripts for Radio, newspapers, and public service announcements. The Department shall approve them prior to publication.

2.3.7. The contractor will be responsible for purchasing the media in their local area.

2.4. Insure staffing capacity to insure a demonstrated increase and enhanced beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage as described in section 4.7.3 of the ServiceLink Contract.

2.5. Complying with procedures for reporting requirements defined by DHHS.

2.6. Provide service to individuals located in the cities and towns in the geographic area of Hillsborough (excluding the towns of Western Hillsborough defined as: Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor).

2.7. Performance Measures :

The Contractor will be required to meet or exceed the performance measures described below:

| Performance Measure                                                                                                                                              | How it will be measured                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Measure 1:</b> Increasing the number of individuals enrolled in: LIS, MSP, and Medicare Part D:<br><b>Hillsborough County: 159</b>                | Work plan and MIPPA monthly Outreach Activities and Enrollment reports sent to DHHS by 10th of each month.                                     |
| <b>Performance Measure 2:</b> 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).                |
| <b>Performance Measure 3:</b> 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.                                                                                   |
| <b>Performance Measure 4:</b> 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 |

ET  
5/6/2014



## 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,<br>13AANHMADR,<br>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 – 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 July 1, 2014 to June 30, 2015 for the purposes of developing and implementing the program as defined in Section 1.1 and 1.3 of Exhibit A-1. Once the program is operational, the contractor shall continue providing the scope of work as defined in Section 1.2 of Exhibit A-1, without funding from the Department.

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<br>Department of Health and Humans Services                                                                                                                                                                                                                                                                                               |                                     | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301                             |                                    |
| 1.3 Contractor Name<br>Easter Seals New Hampshire, Inc.                                                                                                                                                                                                                                                                                                         |                                     | 1.4 Contractor Address<br>55 Auburn Street<br>Manchester, NH 03103-4800                          |                                    |
| 1.5 Contractor Phone Number<br>(603) 623-8863                                                                                                                                                                                                                                                                                                                   | 1.6 Account Number<br>See Exhibit B | 1.7 Completion Date<br>6/30/2015                                                                 | 1.8 Price Limitation<br>\$655,047. |
| 1.9 Contracting Officer for State Agency<br>Mary Maggioncalda                                                                                                                                                                                                                                                                                                   |                                     | 1.10 State Agency Telephone Number<br>271-9096                                                   |                                    |
| 1.11 Contractor Signature<br>Elin Treanor                                                                                                                                                                                                                                                                                                                       |                                     | 1.12 Name and Title of Contractor Signatory<br>Elin Treanor, CFD                                 |                                    |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u><br>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<br>[Seal] Wendy M. Boelee                                                                                                                                                                                                                                                                             |                                     |                                                                                                  |                                    |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br>WENDY M. BOELEE, Notary Public<br>My Commission Expires: Oct. 21, 2014                                                                                                                                                                                                                               |                                     |                                                                                                  |                                    |
| 1.14 State Agency Signature<br>Sh L Rock                                                                                                                                                                                                                                                                                                                        |                                     | 1.15 Name and Title of State Agency Signatory<br>Sheri L. Rockland Acting Associate Commissioner |                                    |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____                                                                                                                                                                                                                                  |                                     |                                                                                                  |                                    |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By: Rosemary Hiest On: 12-4-13 PW                                                                                                                                                                                                                                                      |                                     |                                                                                                  |                                    |
| 1.18 Approval by the Governor and Executive Council<br>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.





**New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program**

---

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the New Hampshire ServiceLink Resource Centers Program Contract**

This second Amendment to the New Hampshire ServiceLink Resource Centers Program contract (hereinafter referred to as "Amendment #2") dated this day of March 17, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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, NH, 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2013 (Item #62) and amended by an agreement (Amendment #1 to the Contract) approved on February 28, 2014 (Item #35), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1 Paragraph 3, this Agreement has an option for two (2) one year extensions to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council, by written agreement of the parties; and

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen (15) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read: \$894,472.
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
4. Form P-37, General Provisions, Item 1.10, to read: (603) 271-9558.
5. Delete Exhibit A Scope of Services and replace with Exhibit A Amendment #1 Scope of Services.
6. Delete Exhibit A-1 Scope of Services.
7. Delete Exhibit B Amendment #1, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #2, Method and Conditions Precedent to Payment.
8. Delete Exhibit B-7 and replace with Exhibit B-7 Amendment #1.
9. Add Exhibit B-14, Exhibit B-15, and Exhibit B-16.
10. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
11. Delete Standard Exhibit C-1, Additional Special Provisions and replace with Exhibit C-1, Revisions To General Provisions.



**New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program**

---

12. Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Section B, Period Covered by this Certification, to read: 1/1/14 to 9/30/16.
13. Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read: 1/1/14 to 9/30/16.
14. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
15. Delete Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I, Health Insurance Portability Act Business Associate Agreement.



**New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program**

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

Date

4/3/15

State of New Hampshire  
Department of Health and Human Services

Diane Langley  
Director

Grafton County Senior Citizens Council, Inc.

Date

3-18-2015

NAME  
TITLE

Roberta J. Bernier  
Roberta J. Bernier  
Executive Director

Acknowledgement:

State of NH, County of Grafton on 3/18/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Betsey L. Cheney  
Name and Title of Notary or Justice of the Peace

**BETSEY L. CHENEY**  
**NOTARY PUBLIC**  
**STATE OF NEW HAMPSHIRE**  
My commission expires June 19, 2018



**New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 4/20/15

Megan A. York  
Name: Megan A. York  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Exhibit A Amendment #1

Scope of Services

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions for the New Hampshire ServiceLink Contractors.

The Contractors shall serve as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and function as a full service point of access to Medicaid long-term support programs and benefits.

The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service access point for individuals to inquire about community long term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community LTSS options wherever they enter the system.

1.1. Definitions

**Alliance of Information and Referral Standards:** A consortium of National Information and Referral agencies developed standards to provide information and referral to individuals

**Local Contact Agency:** State designated agency whose role it is to contact individuals referred to them by nursing facilities throughout the MDS Section Q process, provide timely information about choices of services and supports in the community, and collaborate with nursing facility.

**Long Term Services and Supports (LTSS):** These are home and community based services provided to individuals to support their level of independence in the home and community.

**New Heights:** New Hampshire Medicaid's eligibility management system.

**NH EASY:** New Hampshire's Electronic Application System, which enables users to apply or reapply for assistance, check eligibility, report changes, and track their application status online.

**Person Centered:** Person-centered describes an approach that respects and responds to individual needs, goals, and values. Within a person-centered approach, individuals and providers work in full partnership to guarantee that each person's values, experiences, and knowledge drive the creation of an individualized plan as well as the delivery of services.

**Person centered transition support Major Pathways:** The pathways that people travel while transitioning from one service setting to another or from one public program payer to another. These pathways can include transitions from the community to hospital or nursing home, hospital discharge, preadmission screening for nursing home services, and transitions from skill nursing facility to other settings. The pathways also represent critical junctures where decisions are made- usually in a time of crisis – that often determines whether a person is permanently institutionalized or transitioned back to their home.

**Quarter:** A quarter is defined as: July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**Refer7:** The State of New Hampshire (DHHS) leases Refer7 software from a separate Contractor who provides ServiceLink contractors software support during business hours. The Refer7 contractor also provides database back-ups for all of the data that the ServiceLink contractors input into the Refer7 system. ServiceLink contractors use Refer7 as the centralized resource database in order to assist users with information about service resources Statewide and to assist ServiceLink contractor staff with documentation of calls/contacts. The Refer7 system allows users to track client records and also to generate reporting data on those contacts.

**The Balancing Incentive Program (BIP)** is a discretionary grant awarded to DHHS by the Centers for Medicare & Medicaid Services (CMS). It is intended to assist the State to rebalance the disparity between the amount of Medicaid funding for institutional long term services and supports and home and community based ones by encouraging the development of home and community based infrastructure changes such as the No Wrong Door access model, conflict-free case management, and standardized assessments.



Exhibit A Amendment #1

**The State Innovations Model (SIM)**, a discretionary grant also funded by CMS, is providing resources to assist DHHS in the development of a managed care model for long term services and supports and the implementation planning for that model.

**2. Covered Populations and Services**

2.1. The Contractor shall provide services defined in this Agreement to the following populations:

- Persons age 60 and over;
- Adults over the age of 18, who are chronically, physically ill or disabled and who may need long term care supports;
- Family members, caregivers, advocates and providers;
- Anyone seeking information about LTSS; and
- Individuals with intellectual, physical, and/or developmental disabilities;
- Veterans;
- People of all ages, income levels and disabilities, including people with dementia and people of different cultures and ethnicities.

**3. Geographic Area Served:** The Contractor shall provide services as described in this Agreement in the geographic area of Grafton County and the towns of Grantham and Plainfield in Sullivan County. Geographic area is defined as the area focused on client location (City or Town).

**4. ServiceLink Services**

4.1. Information, Referral and Awareness

4.1.1. Outreach and Marketing

Contractor shall submit to the Department, for review and approval, an outreach and marketing plan focused on establishing its organization as a highly visible and trusted place where people can turn for objective and unbiased information on the full range of long-term support options. The Contractor shall also promote awareness of the long-term supports and services and various options that are available in the community. The outreach and marketing plan shall include:

4.1.1.1. Consideration of all populations served including different age groups, different income levels, different types of disabilities, cultural diversities, and those underserved, and individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations. Populations shall include all individuals who may or may not meet public assistance requirements, in addition to those that are hard to reach, those who are private payers and want to plan ahead for their long-term needs;

4.1.1.2. A strategy to assess the effectiveness of the outreach and marketing activities; and

4.1.1.3. A feedback loop to modify activities as needed.

4.1.1.4. The Contractor shall partner with the other ServiceLink contractors to learn from their outreach and marketing best practices

4.1.2. Information and Referral shall be considered the point of entry for service access.

4.1.2.1. Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) plan, which at minimum describes systematic processes to provide I&R/A.

4.1.2.2. Contractor shall link individuals with needed services and supports – both public and private - through appropriate referrals to other agencies and organizations.

4.1.2.3. Contractor shall conduct follow-up with individuals receiving I&R/A to determine whether more assistance is needed.

4.1.2.4. Contractor shall use the Alliance of Information and Referral Standards and use the Refer7 database to provide information about the range of Long Term Services and Supports (LTSS) and resources in the service area. The Contractor is responsible for:

4.1.2.4.1. Updating and ensuring the accuracy of the information provided; and

4.1.2.4.2. Resources in the database conform to established inclusion/exclusion policies; these policies specifically address inclusion of resources and providers for private



**Exhibit A Amendment #1**

paying individuals and families; and the database is accessible to the public via a comprehensive website and is user- friendly, searchable and accessible to persons with disabilities.

4.1.2.5. Contractor's staff shall attend trainings as directed by the Department.

**4.2. Options Counseling**

- 4.2.1. The Contractor shall help individuals understand and assess their situation, assist them in making informed decisions about LTSS choices in the context of their preferences, strengths, and values and use their own personal and financial resources more efficiently and more effectively.
- 4.2.2. The Contractor shall provide person-centered one-on-one assistance and decision support to individuals and others whom they may wish to include in the process, such as family members and/or caregivers/support persons.
- 4.2.3. The Contractor shall have standards and protocols, subject to DHHS review and approval, in place that defines what Options Counseling entails and who will be offered Options Counseling based on the Administration for Community Living's (ACL) national draft Options Counseling standards. At a minimum, this will include any individual who requests it and individuals who go through a comprehensive assessment. At present the federal government is working at finalizing the National Standards and the Contractor will be required to use those new standards, when they have been released.
- 4.2.4. The Contractor shall work with individuals to develop action plans and, if requested, arrange for the delivery of services and supports, including hiring and supervising their own direct service workers. At a minimum, the Contractor shall provide:
  - 4.2.4.1. A personal interview to discover strengths, values, and preferences of the individual and the utilization of screenings for public programs;
  - 4.2.4.2. Special attention to those clients most at risk of institutionalization;
  - 4.2.4.3. A facilitated decision support process which explores resources and service options and supports the individual in assessing all the pros and cons;
  - 4.2.4.4. Development of action steps toward a goal or a long-term support plan, with assistance in applying and accessing support options when requested;
  - 4.2.4.5. Counseling in a location that fits the needs of the individual being served, such as a private home and office, and to be accessible to the client by phone, email, etc.;
  - 4.2.4.6. Counseling that ensures that clients understand their options by using the Option Counseling Standards.
- 4.2.5. The Contractor shall provide confidential, objective, accurate and comprehensive Options Counseling to individuals of all income levels and with all types of disabilities.
- 4.2.6. The Contractor shall serve as full service access entry points for individuals and use standard intake and screening instruments defined by the Department.
- 4.2.7. The Contractor shall consistently conduct follow-up with individuals receiving Options Counseling to determine the outcome and whether more assistance is needed.
- 4.2.8. The Contractor shall develop a person-centered access plans for clients who will be receiving public supports and those not using public supports.
- 4.2.9. The Contractor shall be in regular communication with Adult Protection Service offices and will report abuse and neglect of clients immediately to the Adult Protection program.
- 4.2.10. The Contractor shall include a plan to schedule future contacts and follow-ups according to the needs of the client.

**4.3. Streamlined Eligibility Determination for Public Programs**

The Contractor will serve as a full service access point/no wrong door to all publicly funded long-term supports, including those funded by Medicaid, the Older Americans Act (OAA), the Rehabilitation



**Exhibit A Amendment #1**

Services Act, and other state and federal programs and services. The Contractor shall follow the protocols and procedure for providing the following:

**4.3.1. Intake and Screening**

The Contractor shall use a standardized process for helping individuals access all publicly-funded LTSS programs available in the state. The Contractor shall support, implement and follow the processes to streamline access to LTSS, which will be defined by DHHS as part of BIP and SIM projects. The Contractor shall offer to assist the client when making external referrals.

**4.3.2. Financial and Functional Eligibility Processes**

Eligibility for financial and medical assistance programs is the responsibility of the State, where accountability for compliance with federal requirements is placed.

4.3.2.1.1. The Contractor uses uniform criteria to assess risk of institutional placement in order to target support to individuals at high-risk. Through BIP, level of care assessments will be further developed.

4.3.2.2. Contractor shall assist individuals as needed with initial steps in completing the application that include:

4.3.2.2.1. taking applications, assisting applicants in completing the application, providing information and referrals, obtaining required documentation to complete the application, assuring that the information contained on the application form is complete, and conducting any necessary interviews.

**4.3.3. Tracking Eligibility Status**

4.3.3.1. The Contractor shall track individuals' eligibility status throughout the process of eligibility determination and redetermination using the Department's Intake/eligibility determination systems, such as New Heights Financial Eligibility System, NH Easy, and other program specific systems. Designated staff will be trained and have access to these systems.

4.3.3.2. The Contractor may be informed of individuals who are determined ineligible for public LTSS and the ServiceLink Contractor conducts follow-up with those individuals to provide further Options Counseling. Contractor shall reach out to clients and schedule a counseling meeting with them to explore other options.

**4.4. Person-Centered Transitions Support**

The Contractor shall assist individuals from being placed unnecessarily in a nursing home or other institution by:

4.4.1. Creating formal linkages between and among the major pathways that people travel while transitioning from one setting of care to another or from one public program payer to another. These pathways include preadmission screening programs for nursing home services and hospital discharge planning programs, and they represent critical junctures where decisions are made.

4.4.2. The Contractor shall play a pivotal role in these transitions to ensure that people understand their options and receive LTSS in the setting that best meet their individual needs and preferences, which is often in their own homes.

4.4.3. Contractor staff will be present at these critical points to provide individuals and their families with the information they need to make informed decisions about their service and support options, and to help them quickly arrange for the supports and services they choose.

4.4.4. The Contract shall:

4.4.4.1. establish a process for identifying individuals and their caregivers who may need transition support services;

4.4.4.2. follow Protocols for referring individuals to the ServiceLink contractor for transition support and other services; and





Exhibit A Amendment #1

- 4.4.4.3. provide regular training for facility administrators and discharge planners about the ServiceLink Resource Centers Programs and any protocols and formal processes that are in place between the ServiceLink contractors and their respective organizations.
  - 4.4.4.4. serve as Local Contact Agencies (LCAs) to provide transition services for institutionalized individuals who indicate they wish to return to the community via the MDS 3.0 Section Q assessment.
- 4.5. Consumer Populations and Partnerships
- 4.5.1. Consumer Populations
    - Contractor shall involve consumers on a /local advisory boards or governing committee and in planning, implementation and evaluation activities. At a minimum it shall include nine (9) members with the following representation:
      - 4.5.1.1. People over age 60
      - 4.5.1.2. Adults over age 18 living with chronic illnesses or disabilities
      - 4.5.1.3. Family members, caregivers, and family caregivers of the target populations
      - 4.5.1.4. Local community providers
      - 4.5.1.5. Representation from cultural and ethnic minorities residing within the community.
      - 4.5.1.6. At least twenty-five (25) percent of the membership must be from the target population.
        - Note: Consumers, caregivers, or family board member who works for a human service agency organization may not be counted in meeting this standard.
  - 4.5.2. Medicaid
    - Contractor shall comply with the Department policies and procedures related to its role as a partner in the Medicaid eligibility determination process.
  - 4.5.3. Aging and Disability Partners
    - 4.5.3.1. Contractor shall comply with formal service standards, protocols for information sharing and cross-training across all ServiceLink contractors and community partners.
    - 4.5.3.2. Contractor shall provide for collaboration, including formal agreements, at the state and local levels between the Contractor and all other critical aging and disability agencies and service organizations serving the same area that are not ServiceLink contractors.
    - 4.5.3.3. The Contractor shall have or will develop partnerships with State or regional Brain Injury Associations, community mental health centers and related groups, Centers for Independent Living, and other community-based organizations instrumental to ServiceLink contractors' activities, such as Departments of Veterans Affairs, Adult Protective Services, Information and Referral/2-1-1 programs, Benefit Outreach and Enrollment Centers, One Stop Employment Centers, Vocational Rehabilitation, Developmental Disabilities Councils, Long-Term Care Ombudsman programs, Alzheimer's disease programs, housing agencies, and transportation authorities.
  - 4.5.4. Other Partners and Stakeholders
    - Contractor will establish solid working partnerships with other agencies and stakeholders serving the target population, both at the State level as well as the community. These include hospitals, senior centers, physician practices, home health agencies, community mental health centers, Adult Protective Services, municipal health and welfare, and other public assistance programs. Contractors are required to maintain existing partnerships as well as to develop new ones as the needs of the target population and the community change over time.
- 4.6. New Hampshire Family Caregiver Program
- The Contractor shall provide a multifaceted system of support services for family caregivers who provide full time care and meet the eligibility of the Caregiver programs by providing the following:



Exhibit A Amendment #1

- 4.6.1. Assign the minimum of one staff person (RSA 161-F:79) to the program who specializes in working with the issues faced by family caregivers and can provide Options Counseling to:
- 4.6.2. Family caregivers of frail older adults;
- 4.6.3. Caregivers of individuals with Alzheimer's disease or dementia;
- 4.6.4. Older caregivers of individuals with disabilities; and
- 4.6.5. Older grandparents and relatives who are raising a child, or children.
- 4.6.6. Determine eligibility for the caregiver programs.
- 4.6.7. Ensure staff is knowledgeable about community resources that family caregivers can benefit from and can provide appropriate referrals and access assistance to private and public resources.
- 4.6.8. Provide information, assistance, and options counseling to caregivers
- 4.6.9. Provide caregiver training to assist the caregivers in making decisions and solving problems relating to their caregiving roles;
- 4.6.10. Under authorization by DHHS, approve service plans and budgets for respite care and supplemental services to eligible individuals on a limited basis to complement the care provided by caregivers. The Contractor will work with the Department's Financial Management Services contractor to provide bill paying and employer of record services for participants who may choose a family member or respite or supplemental services provider who isn't affiliated with an agency.
- 4.6.11. Offer staff availability for home or community visits with family caregivers for the purposes of assessment (this does not exclude office visits when other options are not practical).
- 4.6.12. Ensure a minimum of one staff member is trained as a class leader in the evidence based curriculum Powerful Tools for Caregivers (PTC) or, at the minimum, ensure that at least two individuals in the geographic area served by the Contractor be trained in the Powerful Tools for Caregivers curriculum. The Contractor shall:
  - 4.6.12.1. Provide a minimum of one (six (6) week session) Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers completing the workshop series.
  - 4.6.13. Develop and facilitate a caregiver support group in the absence of an existing support group in the service area; collaborate with existing caregiver support in the area.
- 4.7. New Hampshire State Health Insurance Assistance Program  
The Contractor will provide information, counseling and assistance relating to the procurement of adequate and appropriate health insurance coverage including such topics as Medicare coverage, Medicare Prescription Drug Benefit, Medicare Supplement Plans, and long term care insurance to Medicare eligible persons, their families and caregivers, by providing the following:
  - 4.7.1. Personalized counseling to an increasing and diverse number of individual beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.
  - 4.7.2. Targeted community outreach to beneficiaries in public forums either under their sponsorship or with community-based partners or coalitions to increase understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
  - 4.7.3. Demonstrate an increase and enhance beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage.
  - 4.7.4. Operate SHIP in accordance to SHIP Standard Operating Guidance developed and approved by CMS.
  - 4.7.5. Recruit, train, and maintain a network of volunteers to help with providing these services at the ServiceLink contractor sites.



Exhibit A Amendment #1

4.8. Senior Medicare Patrol Program

The Contractor will increase community awareness of and prevention of health care fraud and abuse through education, counseling, assistance and outreach to people with Medicare by providing the following:

- 4.8.1. Foster national and statewide coverage by SMP by offering services that will be provided locally, regionally, and statewide, and that will involve collaboration with organizations representative of or knowledgeable about the target population through formal and informal partnering, the use of toll free lines, web-based strategies, and local and statewide media and educational outreach planning;
- 4.8.2. Provide beneficiary education and inquiry resolution for major areas of health care fraud by working with local and statewide resources to support expanded SMP coverage;
- 4.8.3. Foster program visibility and consistency to enhance the capability to identify and refer instances of potential health care fraud by (a) collaborating in a seamless and consistent way with community-based providers, (b) conducting timely reporting to the SMART FACTS database that meets requirements of the Office of the Inspector General (OIG) that monitors the program's inquiries, outreach and education, volunteer management and resolution of complex issues, and (c) using the national SMP Resource Center's resources;
- 4.8.4. Demonstrate improved efficiency of SMP while increasing results for both operational and quality measures by meeting AoA's objectives that utilize SMART FACTS to support the OIG Performance Measures;
- 4.8.5. Target volunteer, community, and partnership training and education to isolated and hard to reach populations, as required by the Older Americans Act (OAA), by providing SMP services, partnership relationships, and maintenance of a volunteer network that will serve the most vulnerable populations in the state that are traditionally underserved due to barriers in accessing services and information, such as isolation, poverty, and low-literacy; and
- 4.8.6. Implement the SMP Resource Center's Volunteer Risk Management Program as developed by the Administration for Community Living.
- 4.8.7. Comply with the standards in the SHIP Program Guidance.
- 4.8.8. Recruit, train, and maintain volunteers to assist health care consumers to be more informed about how to protect their personal health information, detect payment errors, and how to report questionable Medicare billing situations.

4.9. Veterans Directed Home and Community Based Program

The Contractor shall provide Veterans the opportunity to receive home and community based services in a consumer directed fashion that enables them to avoid nursing home placement and to continue to live in their homes and communities. The Contractor shall:

- 4.9.1. Develop and implement a Veterans Directed Home and Community Based (VDHCB) program to provide the services described in Section 4.9.2, in the following ways:
  - 4.9.1.1. Enter into a provider agreement with the White River Junction Veteran's Administration Medical Center (WRJ VAMC), Vermont and/or the Manchester Veteran's Administration Medical Center (Manchester VAMC). The provider agreement is to be based on the Memorandum of Agreement between the Department and the WRJ and/or Manchester VAMC. Under the provider Agreement, the Contractor shall work with the WRJ VAMC and/or the Manchester VAMC and shall be responsible for the service coordination as defined in Section 4.9.2 below.
  - 4.9.1.2. Establish an advisory group to oversee the development, implementation of the program and provide ongoing feedback for continuous improvement of the program and services. Membership is to include representation from key community resources, local Veterans' organizations, Veterans and families of Veterans utilizing the program, and the public.
  - 4.9.1.3. Establish and maintain a budget for the costs to develop and implement the program as follows:



Exhibit A Amendment #1

- 
- 4.9.1.3.1. Ongoing Staff development and training such as but not limited to, costs of trainings for staff, recruiting and hiring new staff, costs of salaries for newly hired staff during development and implementation of the program.
  - 4.9.1.3.2. Ongoing Travel costs associated with ongoing program development and implementation such as, but not limited to: Staff mileage to and from training sites, staff mileage related to providing education and outreach to the public about the program, assisting the Veteran in getting services and in identifying service providers and services, Establishing and maintaining a of business processes related to the VD-HCBS Program, such as computer equipment, telephone expenses, and office furniture for new staff.
  - 4.9.1.3.3. Once the program has been established, the VAMC will, under their provider agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services, in Section 4.9.2.
  - 4.9.1.4. Provide or contract with an agency to provide financial management services to the Veterans. The Contractor cannot implement the VDHCB program until financial management services are reviewed and approved by the VDHCB national Readiness Review Process, and reviewed by WRJ and Manchester VAMC and DHHS.
  - 4.9.1.5. Provide a minimum of a .5 FTE Veterans Options counselor to provide counseling, assessment, service coordination, and assistance to Veterans participating in the program in developing and managing an individual service budget.
    - 4.9.1.5.1. The Contractor shall increase the FTE when the Veterans caseload exceeds 19 Veterans. The contractor shall increase the FTE to provide 4.5 hours per month per veteran.
  - 4.9.1.6. Ensure that key staffs such as the SLRC Program Director, site supervisors, caregiver specialists, and options counselors are trained in the program practices and procedures prior to service delivery defined in Section 4.9.2.
  - 4.9.1.7. Establish Financial Management Readiness and pass formal readiness review prior to implementation of the program. New FMS agreements must pass formal readiness review,
  - 4.9.2. Provide options counseling and assist Veterans in arranging consumer directed services as follows:
    - 4.9.2.1. Maintain the provider agreement in Section 4.9.1.1 and the contractor shall be responsible for service coordination for the Veteran as follows:
      - 4.9.2.1.1. Accept referrals of eligible Veterans and their authorized budgets to buy long term supports and services, from at least one of the VAMC in Section 4.9.1.1.
      - 4.9.2.1.2. Provide options counseling to Veterans and their families as they determine how to use their flexible home and community based services budget to meet their long term supports and service needs, goals, and preferences. At a minimum, options counseling shall include an assessment, plan of care and identify type of services to meet the needs to the Veteran to remain in the home and community. The Contractor shall submit the Veteran's plan of care with types of services to the VAMC for approval. The Contractor must obtain budget approval of plan of care from the VAMC before the Veteran receives VD-HCBS supports and services. The Contractor shall comply with the VAMC and the Department's program and policies guide for linking Veterans with needed Long term services and supports and making mutual referrals.



Exhibit A Amendment #1

- 4.9.2.2. Provide or maintain the contract with an agency to provide financial management services. Seek reimbursements for service coordination through the VAMC defined in Section 4.9.1. Once the program has been established, the VAMC will, under their provider agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services.
  - 4.9.3. Ensure the following:
    - 4.9.3.1. All Veterans referred to the program from the VAMCs are contacted within 3 business days of the referral to ServiceLink contractor to set up a date for assessment.
    - 4.9.3.2. 100% of services provided are based on the needs and preferences of the participating Veteran.
    - 4.9.3.3. Veterans enrolled in the program decide what mix of goods and services will best meet their needs for long term care support.
    - 4.9.3.4. Of the Veterans served, there will be a 90 % or better, consumer satisfaction rate.
  - 4.9.4. Comply with procedures for reporting requirements defined by DHHS for monthly "Ticker" reporting requirements defined and required by National VDHCS program administration.
  - 4.9.5. Enter contact data into the Refer 7 data base to increase the amount of resources available by geographic area serve Veterans.
  - 4.9.6. Ensure that documentation required by both the Department and the VAMC is kept current and submitted according to the program requirements.
  - 4.9.7. Participate in continuous process improvement activities with the Department and/or the VAMC to evaluate and improve the quality of the program and its policies and processes by attending meetings, trainings, to include monthly VDHCS Faculty Calls, and related conference calls.
  - 4.9.8. Participate in trainings that aim to improve knowledge of military culture and other related trainings to enhance competencies required to serve our military family and service member population.
- 4.10. Medicare Improvements for Patients and Providers Act (MIPPA).  
The Contractor shall provide Medicare Improvements for Patients and Providers Act (MIPPA), services through as follows:
- 4.10.1. Provide MIPPA services to assist Medicare beneficiaries to:
    - 4.10.1.1. Reduce Medicare cost share expenses for people with limited income by enrolling beneficiaries into the low-income subsidy (LIS) and Medicare Savings Programs (MSP); and enrolling beneficiaries in Medicare Part D prescription coverage.
    - 4.10.1.2. Increase wellness and prevent illnesses among all Medicare beneficiaries by increasing and promoting awareness of Medicare's preventive and screening services.
    - 4.10.1.3. Promote the Medicare programs described in Section 4.10.1.1 by conducting outreach and education to increase the number of people enrolled into these programs. To assist the Department in determining the outreach and education strategies to implement in the specific geographic area, the contractor shall complete assessments and analysis to determine the effectiveness of informing Medicare beneficiaries and having them enroll in the programs. Specifically the contractor shall:
  - 4.10.2. Complete an assessment of past outreach activities that targeted low income Medicare beneficiaries and those people who may not have physical access to ServiceLink contractor offices, internet access, or access to a telephone. The Department will provide the data to the contractor for the specific geographic area list above. Data will include existing and past outreach and education materials and strategies used in the specific geographic area. The contractor shall report the findings to the Department.
  - 4.10.3. Complete an analysis using available statistics such as Social Security and Centers for Medicaid and Medicare Services statistics to identify target areas for outreach. The



Exhibit A Amendment #1

Department will provide the data to the contractor for the specific geographic area listed above. The contractor shall report the findings to the Department.

- 4.10.4. Assess current and past partnerships with other agencies and community services.
- 4.10.5. Conduct outreach, education and assistance to the target population and geographic area as approved by the Department, based on the Contractor's results of the assessment and analysis described in Section 4.10.2, 4.10.3 and 4.10.4, and to meet the goals in Section 4.10.10. Outreach and education consists of the following, but not limited to:
  - 4.10.5.1. Promote the availability of Medicare preventive services such as wellness screenings and flu shots to Medicare beneficiaries through the distribution of promotional materials developed by CMS and BEAS;
  - 4.10.5.2. Set and implement calendar for outreach campaigns (2 per month for each ADRC): (1) Mail introductory letters to town offices, housing sites, home health agencies, Parish Nurses, public libraries, hospital public affair managers, pharmacies, and medical practices; (2) Do follow-up contacts and (3) Arrange face to face meetings.
  - 4.10.5.3. Develop contact list of all fitness centers, health clubs, senior-based websites, AARP local Chapters, churches, senior and community centers, meal sites, and public libraries. The contractor shall request to partner with these contacts to communicate awareness of Medicare Programs listed in Section 4.10.1.
- 4.10.6. Work in consultation with NH SHIP Director and the other ServiceLink contractors to set up MIPPA Email list Serve for State/agency leads – Client Services, Medicaid Eligibility, Fuel Assistance, hospital charitable offices, Minority Services, Sight and Hearing Impaired groups –to disseminate LIS/MSP objectives. The developed email List Serve will be used to communicate awareness of Medicare Programs listed in Section 4.10.1.
- 4.10.7. Develop a media list for the geographic area to be covered – radio stations, newspapers, agency/hospital web-based newsletters and other community websites to share LIS/MSP and Preventive benefits. The media list will be used to implement advertising activities to communicate awareness of Medicare Programs listed in Section 4.10.1.
  - 4.10.7.1. Write scripts for Radio, newspapers, and public service announcements. The Department shall approve them prior to publication.
  - 4.10.7.2. The contractor will be responsible for purchasing the media in their local area.
- 4.10.8. Ensure staffing capacity to insure a demonstrated increase and enhanced beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage as described in section 4.7.3 of the ServiceLink Contract.
- 4.10.9. Complying with procedures for reporting requirements defined by DHHS.
- 4.10.10. Performance Measures: The Contractor will be required to meet or exceed the performance measures described below:



Exhibit A Amendment #1

| Performance Measure                                                                                                                                                                                        | How it will be measured                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Measure 1:</b> Increasing the number of individuals enrolled in: LIS, MSP, and Medicare Part D by eight (8) percent of the total number enrolled in these programs as of September 29, 2014 | Work plan and MIPPA monthly Outreach Activities and Enrollment reports sent to DHHS by 15th of each month.                                 |
| <b>Performance Measure 2:</b> Implementation of Promotional activities for Medicare's Wellness and Preventive Screening Services                                                                           | Work plan and MIPPA monthly Outreach Activities and Enrollment and SHIP reports, (client contacts/public and media activities).            |
| <b>Performance Measure 3:</b> Effectively advertise, promote, and conduct an educational outreach and/or enrollment event activities at least 1-2 times per month.                                         | Work plan and MIPPA monthly report and SHIP reports to DHHS.                                                                               |
| <b>Performance Measure 4:</b> Demonstrate partnership and evaluate effectiveness and lessons learned                                                                                                       | Work plan, MIPPA monthly, SHIP reports, and Partnership listing included in SHIP Mid-Term and annual Performance Grant application to DHHS |

**5. Operational Functions**

The contractor must adhere to the following operational requirements, standards of practice, approaches, and methods of service delivery. The contractor will:

- 5.1. Operate the ServiceLink Resource Centers Program as an independent program separate and distinct from the fiscal sponsor. In advertising, marketing, and all written and oral descriptive literature that it develops and/or disseminates, the Contractor shall characterize the ServiceLink Resource Centers Program as an independent program.
- 5.2. Occupy office space that is distinct from any other service provider or program operated by the contractor.
- 5.3. Local phone numbers for each ServiceLink Contractor
- 5.4. The ServiceLink Contractor will be responsible for having three to four phones numbers/lines and fax line for clients to access services for the geographic area they serve. The Contractor shall work with DHHS to ensure consistent phone numbers are available to the public, and where necessary shall assume responsibility for existing phone numbers.
- 5.5. It is expected of the contractor to have the first phone number/line to route from the ServiceLink programs national toll free number. It is expected that the contractor's phone service and equipment be compatible with the State's VOIP system.
- 5.6. The contractor is responsible for all costs associated with establishing and operating the phone and fax lines, including necessary equipment.
- 5.7. Phone systems must allow for individual voicemail for each staff person. One main phone line (Line #1) must also be configured to route from the ServiceLink contractor's national toll free ServiceLink Resource Centers Program number. Please address how the toll free number will work since it was not included in the RFP
- 5.8. Operate the ServiceLink Resource Centers Program within its fiscal sponsor's agency, personnel and human resource policies and procedures. Contractors are required to review their policies and procedures to assure the ServiceLink Resource Centers Program operational and program requirements are met.
- 5.9. Provide sufficient office space and supplies to all staff and volunteers at each ServiceLink contractor's site. Sufficient is defined as: Enough space to conduct private and confidential interviews and meetings with at least three (3) individuals in the room in order to meet their job duties while at a ServiceLink contractor's office.
- 5.10. Provide sufficient (as defined in 5.9 above) space and supplies to outside team members including but not limited to the Division of Client Services (DCS) staff and the Office of Veterans



Exhibit A Amendment #1

- Services at a minimum of two to three business days per week for financial screenings, interviews, and consultations at local ServiceLink contractors sites.
- 5.11. Adhere to the following operational and facilities management requirements:
- 5.12. Staff hours shall be arranged to provide a minimum of 40 hours of operation per week, which includes availability by appointment on the weekend and evening coverage. Publish schedule of hours throughout the geographic area;
- 5.13. Provide satellite offices or other forms of consumer accessibility. The location of the ServiceLink contractor's main office and any satellite offices that exist shall be in an easy and accessible location so that it is centrally located to the clients in the geographic area that you will serve. Accessibility may be demonstrated in a variety of ways such as proximity to main roads, population centers, businesses, shopping areas, health care sites, and the availability of public transportation;
- 5.14. Operate primary sites and other forms of access for consumers in buildings and facilities that are barrier free;
- 5.15. Meet all state and local rules and ordinances related to health, fire and life safety codes;
- 5.16. Maintain a written response plan to include, but not be limited to, response to fire, violence, inclement weather, and medical and other emergencies and disasters; and
- 5.17. Agree to have a ServiceLink Resource Centers Program sign visible outside the building in which the ServiceLink contractor's site(s) are located.
- 6. Quality Assurance and Continuous Quality Improvement**
- 6.1. Contractor shall have a Quality Assurance and Continuous Improvement plan to ensure services are available, are of high quality, meet the needs of individuals, and are sustained throughout the geographic area covered. The plan shall assure that services adhere to the highest standards, as well as assure that the public and private resources produce measurable results.
- 6.2. Contractors shall track their customers, services, performance and costs, and to continuously evaluate and improve on the results of the services that are provided to individuals and their families, as well as to other organizations in the community. This may include linkages with other data systems, such as Medicaid information systems and electronic health records.
- 6.3. The Quality Assurance and Continuous Improvement plan shall also utilize formal processes for getting input and feedback from individuals and their families on the Contractor's operations, services used, and on-going development.
- 6.4. The Quality Assurance and Continuous Improvement plan shall include measurable performance goals and indicators related to the Contractor's visibility, trust, ease of access, responsiveness, efficiency and effectiveness. The Contractor shall routinely track and monitor consumer demographics and individual-level outcomes such as diversions, transitions, and impact of Options Counseling as well as systems-level outcomes such as service utilization by setting and cost-savings.
- 6.5. Information Technology and Management Information Systems**
- 6.5.1. Contractor will use the Refer 7 database to support all business functions related to the provision of programs provided by ServiceLink contractors.  
Contractor shall comply with new IT initiatives that DHHS may roll out as part of BIP or SIM initiatives.
- 6.5.2. Contractor shall operate computer equipment and software that meets or is compatible with the State of New Hampshire's minimum Information Technology standard for software and hardware that is equivalent or exceeds the specifications listed below:
- Microsoft Windows 7 64 bit;
  - Microsoft Internet Explorer version 8.0;
  - Documents, spreadsheets and presentation that are compatible with





Exhibit A Amendment #1

- Microsoft Office 2000 and above through 2010;
- Network Associates - McAfee Virus Scan version 8.8; and
- Broadband or DSL internet access
- 6.5.3. The Department's current hardware standards are as follows:
  - Standard Desktop - Multi Tasking, Standard Apps: I3 Intel Processor, 4GB RAM, 500 GB SATA
  - High End Desktop- Multi Tasking, Heavy Graphics (i.e. CAD): I5 Intel Processor, 8GB RAM, 500 GB SATA
  - The State standard is Windows 7, Office 2010 and Internet Explorer 9
- 6.5.4. Contractor shall comply with the ServiceLink Resource Centers Program Computer Use Agreement.
- 6.6. Continuous Improvement
  - 6.6.1. Contractor shall have a plan in place to monitor program quality and a process to ensure continuous program improvement through the use of the data gathered such as consumer satisfaction evaluations and surveys. The Contractor shall submit their plan for review by the Department.
  - 6.6.2. Contractor shall inform consumers of complaint and grievance policies and shall have the ability to track and address complaints and grievances. The Contractor shall develop, implement and maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall also have a grievance system in place that includes a grievance process, and any grievances filed are to be available to DHHS upon request.
- 7. Performance Tracking and Reporting
  - 7.1. Contractor shall track and report to Department on the people they serve in the different age groups, with different types of disabilities and that the Options Counseling provided enables people to make informed, cost-effective decisions about LTSS. For each ServiceLink Service, the contractor shall report on:
    1. Number of individuals served
    2. Number of repeat visits by individuals
    3. Type of information/referral given to individuals
    4. Type of follow up performed
    5. Frequency of follow ups
    6. Were individuals able to utilize the information provided by the Contractor, including but not limited to, applying for benefits, finding and obtaining referred services, and other forms of assistance
    7. The number of individuals diverted from nursing home/institutional settings;
    8. The number of individuals successfully transitioning from institutional settings (i.e. number of people assisted through formal coordinated or evidence-based transitions programs).

7.2. Minimum Reporting Requirements:

The Table below defines the program reporting data requirements and their source. There will be custom reporting capabilities through Refer7.

| Program Reporting Data Requirement                            | Data Source                                  |
|---------------------------------------------------------------|----------------------------------------------|
| <b>Program Requirements</b>                                   |                                              |
| Adherence to all minimum program and operational requirements | Contract review assessment tool, site visits |



Exhibit A Amendment #1

| Program Reporting Data Requirement                                                                                                                                                                                    | Data Source                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Information, Referral, and Assistance and Awareness</b>                                                                                                                                                            |                                                                                                                                                                                                                                                                                                |
| Number of customer satisfaction surveys sent annually                                                                                                                                                                 | Customized Report                                                                                                                                                                                                                                                                              |
| Number of staff who have received training related to cultural competency                                                                                                                                             | Customized Report                                                                                                                                                                                                                                                                              |
| Number of community outreach and educational events staff participated in annually                                                                                                                                    | Customized Report                                                                                                                                                                                                                                                                              |
| Number of AIRS certified staff                                                                                                                                                                                        | Customized Report                                                                                                                                                                                                                                                                              |
| Number of contacts annually                                                                                                                                                                                           | Refer7                                                                                                                                                                                                                                                                                         |
| Staff follows policies and procedures for the Refer7 system, and other DHHS supported systems such as but no limited to New Heights.                                                                                  | Refer 7 reports, Contract review, New Heights reports                                                                                                                                                                                                                                          |
| Number of home visits annually                                                                                                                                                                                        | Refer7                                                                                                                                                                                                                                                                                         |
| Number of follow ups performed annually                                                                                                                                                                               | Refer7                                                                                                                                                                                                                                                                                         |
| Number of contact and client types by type and % as defined by BEAS                                                                                                                                                   | Refer7                                                                                                                                                                                                                                                                                         |
| Number of referrals made for services not provided annually                                                                                                                                                           | Refer7                                                                                                                                                                                                                                                                                         |
| Number of 'unmet need' provisions documented annually                                                                                                                                                                 | Refer7                                                                                                                                                                                                                                                                                         |
| <b>Options Counseling (OC) and Person Centered Transition Support:</b>                                                                                                                                                |                                                                                                                                                                                                                                                                                                |
| ServiceLink contractors adhere to the Quality Assurance process based on the National Evaluation Framework to define, track, report, and fine-tune progress in achieving national outcomes and performance standards. | Quantifiable individual-level feedback documenting their personal experience, documentation of the number and percent of all individuals with service plans who were offered the option to self-direct and choose to do so, and consumer satisfaction surveys, customized reports, and Refer7. |
| All staff who provide Options Counseling are Nationally Certified                                                                                                                                                     |                                                                                                                                                                                                                                                                                                |
| % Of people report they are able to make informed decisions about their LTSS as a result of the information and if necessary the one-on-one counseling they and or their family caregiver receive.                    |                                                                                                                                                                                                                                                                                                |
| % Of individuals who report they have effectively and seamlessly navigated through the LTSS system and successfully accessed the options they have identified                                                         |                                                                                                                                                                                                                                                                                                |
| % Of persons to have had the opportunity to self-direct their services and supports                                                                                                                                   |                                                                                                                                                                                                                                                                                                |
| % Of individuals who report they have made optimal use of their own private resources and their informal support system                                                                                               | Refer 7                                                                                                                                                                                                                                                                                        |
| Number of Options Counseling sessions conducted in hospitals, rehabilitation facilities, nursing homes, or at home.                                                                                                   |                                                                                                                                                                                                                                                                                                |
| Number of Options Counseling assessments conducted annually                                                                                                                                                           |                                                                                                                                                                                                                                                                                                |
| Number of developed action plans annually                                                                                                                                                                             | Refer 7                                                                                                                                                                                                                                                                                        |
| A minimum of 4 formal agreements with major pathways has been established by the completion Date in box 1.7 of the General Provisions, Form P-37.                                                                     | Copies of agreements                                                                                                                                                                                                                                                                           |
| Number of individuals receiving eligibility coordination annually                                                                                                                                                     | Refer 7                                                                                                                                                                                                                                                                                        |
| Number of screenings for public programs performed                                                                                                                                                                    | Refer7                                                                                                                                                                                                                                                                                         |
| Number of Medicaid appointments scheduled by the ServiceLink contractor                                                                                                                                               | New Heights                                                                                                                                                                                                                                                                                    |
| <b>NH Family Caregiver Support Program:</b>                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                |



Exhibit A Amendment #1

| Program Reporting Data Requirement                                                                                                                                                                                                    | Data Source                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Number of staff trained in Powerful Tools for Caregivers curriculum                                                                                                                                                                   | Customized Report                           |
| Number of Powerful Tools for Caregivers trainings conducted annually (six-week session = 1)                                                                                                                                           | Customized Report                           |
| Number of other caregiver specific training sessions conducted annually                                                                                                                                                               | Customized Report                           |
| Number of community outreach/information sessions conducted annually                                                                                                                                                                  | Customized Report                           |
| Number of individuals who received Title III-E respite services annually                                                                                                                                                              | Customized Report, Refer7                   |
| Number of caregiver support group meetings held in the community by the ServiceLink contractor staff annually                                                                                                                         | Customized Report                           |
| Average number of attendees at support group meetings                                                                                                                                                                                 | Customized Report                           |
| Number of family caregivers who receive I&R (access assistance) annually                                                                                                                                                              | Refer7                                      |
| Number of one-on-one counseling sessions                                                                                                                                                                                              | Refer7                                      |
| Number of in-person Options Counseling assessments of the family caregiver needs completed annually                                                                                                                                   | Refer7                                      |
| <b>State Health Insurance Assistance Program (SHIP):</b><br>Specific performance measures: SHIP Grant sets forth performance levels to measure SHIP effectiveness to determines future grant funding based on the following elements: |                                             |
| Number of total client contacts (in person office, in person home, telephone (all durations, and contacts by email, postal, or fax) per 1,000 Medicare beneficiaries in the ServiceLink Contractors geographic area.                  | Customized Report/Refer 7                   |
| Number of persons reached through presentations, plus reached through booths/exhibits at health fairs, as well as enrolled at enrollment events per 100,000 Medicare beneficiaries in ServiceLink contractors geographic area         | Customized Report/Refer7                    |
| Number of substantial personal, direct client contacts (telephone calls of duration 10 minutes or more, in person office, in person home per 1,000 Medicare beneficiaries in ServiceLink contractors geographic area                  | Customized Report/Refer7                    |
| Number of contacts with Medicare beneficiaries coded as in the CMS defined Disabled program (under 65) per 1,000 Medicare beneficiaries in the ServiceLink contractor's geographic area.                                              | Refer 7                                     |
| Number of unduplicated Medicare beneficiary contacts that discussed low-income (below 150% FPL, regardless of Asset coding) per 1,000 low-income Medicare beneficiaries in the ServiceLink contractors geographic region.             | Refer 7                                     |
| Number of unduplicated enrollment contacts (contacts with one or more qualifying enrollment topics) discussed per 1,000 Medicare beneficiaries in the ServiceLink geographic Region.                                                  | Refer 7                                     |
| Number of unduplicated Part D enrollment contacts (contacts with one or more qualifying Part D enrollment topics) discussed per 1,000 Medicare beneficiaries in the ServiceLink contractors geographic Region.                        | Refer 7                                     |
| <b>Senior Medicare Patrol Program and Capacity Building programs</b>                                                                                                                                                                  |                                             |
| Timely Administration for Community Living Progress Reports) for both SMP and the Capacity Building Program (see attachment).                                                                                                         | Customized Report based on federal template |



Exhibit A Amendment #1

| Program Reporting Data Requirement                                                                                                                                                        | Data Source |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Report strategies and describe partnerships that are consistent with BEAS' work plan submitted to ACL, the SMART FACTS reporting system, OIG monitoring elements, and ACL's performances. | Workplan    |
| Timely reporting of all SMP activities based on the Office of Investigation's (OIG) reporting elements that are entered into the SMART FACTS database.                                    | SMART FACTS |

**8. Staffing**

**8.1. Standards**

Contractor shall be required staff to follow the National Social Work standards as follows:

- 8.1.1. Possess the knowledge, skills, and experience necessary to competently perform the activities related to their role or function within the SLRC
- 8.1.2. Ensure the client's right to privacy and ensure appropriate confidentiality when information about the client is released to others.
- 8.1.3. Ensure knowledge about resource availability, service costs, and budgetary parameters and be fiscally responsible in carrying out activities related to their role or function within the SLRC.
- 8.1.4. Treat colleagues with courtesy and respect and strive to enhance interprofessional, intraprofessional, and interagency cooperation on behalf of the client.
- 8.1.5. Provide sufficient staff to perform all tasks specified in this agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement.
- 8.1.6. Ensure that all staff have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.
- 8.1.7. Develop a Staffing Contingency Plan, including but not limited to:
  - 8.1.7.1. The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
  - 8.1.7.2. Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
  - 8.1.7.3. Discussion of time frames necessary for obtaining replacements;
  - 8.1.7.4. Capabilities to provide, in a timely manner, replacements/additions with comparable experience; and
  - 8.1.7.5. Method of bringing replacements/additions up-to-date regarding this Agreement.
- 8.1.8. Provide staffing models that will be used by the subcontractors, if applicable.
- 8.1.9. Provide resumes for any changes in key administrative staff to include: CEO, CFO, COO, Executive Director, Financial Manager and managers that supervise staff and volunteers for the programs and services included in this agreement.
- 8.1.10. Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a DHHS State Registry check before the staff member begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.
- 8.1.11. Vacant positions will not be funded. Funds paid for vacant positions shall be recovered during the agreement period.
- 8.1.12. Contractor shall maintain written job/service descriptions for paid and volunteer staffs for the aforementioned staffing model that reflect the scope and duties of their respective roles.
- 8.1.13. Contractor shall conduct a written job competency/service performance review for all paid and volunteer staff annually. Performance reviews must include all competencies and



**Exhibit A Amendment #1**

requirements. If agencies use standardized performance review forms an addendum to this process must be established in order to be in compliance with program requirements.

**8.2. The Contractor shall commit staff for the following positions:**

**8.2.1. Program Management**

Contractor shall be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight. The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the DHHS ServiceLink Resource Center Program Manager.

**8.2.1.1. Required Certification:**

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
- Obtain training and certification in Options Counseling within 6 months of hire
- SHIP/SMP certification

**8.2.2. Information, Referral, & Assistance and Awareness**

The position links individuals who need assistance with appropriate service providers and/or supplies descriptive information about the agencies or organizations, which offer services.

**8.2.2.1. Required Certification;**

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
- Obtain certification as a State Health Insurance Assistance Program (SHIP)
- Senior Medicare Patrol (SMP) Counselor within year of hire. Training for this Certification must begin within 6 months of hire.

**8.2.3. Options Counseling and Person Centered Transition Support**

This position provides person centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for persons in need of long-term supports and services.

**8.2.3.1. Required Certification:**

- Acquire the Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
- Obtain training and certification in Options Counseling within 6 months of hire.
- Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor

**8.2.4. Options Counseling: Caregiver Specialist**

Provide person centered needs assessments, options counseling and referrals, one on one support and consumer-directed services based on the needs, preferences of the caregiver. This position also provides:

- Provide one on one counseling with caregivers to help them problem-solve their unique situation.
- Offer education, support, advocacy and follow-up.
- Facilitate training related to assisting family caregivers. This includes detailed knowledge about issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.



Exhibit A Amendment #1

- Data collection, reporting.

8.2.4.1. Required Certification:

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
- Obtain training and certification in Options Counseling within 6 months of hire.
- Trained/Licensed in Powerful Tools for Caregivers curriculum
- Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor

8.2.5. State Health Insurance Assistance Program (SHIP)

Contractor shall provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse.

Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's goals and performance measures for their County/Region

8.2.5.1. Required Certification:

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
- Within 6 months of hire:
- Obtain certification as a SHIP and SMP Counselor
- Obtain training and certification in Options Counseling

8.2.6. Senior Medicare Patrol Program (SMP)

Contractor shall provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse.

Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's deliverables, goals and performance measures for the State/ County/Region.

8.2.6.1. Required Certification

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
- Obtain certification as a SHIP and SMP Counselor, within 6 months of hire

9. Work Plan

Within thirty (30) days of the effective date of the contract, Contractor shall develop and submit to DHHS a detailed work plan that identifies deliverables and includes reasonable timelines for completion of the. DHHS will monitor this contract via this work plan and performance measures defined in the contract.

During the course of this contract period it may be necessary to revise or modify the deliverables and the work plan referred to above to meet the primary objectives defined by the federal grantor. DHHS staff will work with the contractor to develop a solution that takes into consideration resources and timelines for completion. The above-mentioned work plan to be developed will be adjusted accordingly, but in no case will timelines extend beyond the grant award period and or contract period.

- 9.1. Updated Workplan: Within thirty (30) days of the effective date of any amendment to the agreement, the contractor shall submit a revised workplan to DHHS.

10. Cultural Considerations:

The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the effective date of Amendment #2 to the Agreement.



Exhibit A Amendment #1

**11. Privacy and Security of Client Information**

DHHS is the designated owner of all data related to the programs provided under this contract and shall approve all access to that data. Contractor shall not have ownership of State data at any time. Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache.

**12. E-Studio**

Contractors shall be required to use DHHS' E-Studio electronic information system. E-Studio is DHHS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Use consistent spelling. Contractor is strongly encouraged to identify all of the key agency personnel who need to have E-Studio accounts to ensure that information from DHHS can be shared with the necessary agency staff. There is no cost to the organization for DHHS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio.

**13. Contract Monitoring**

- 13.1. The Contractor shall:
- 13.2. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 13.3. Ensure the Department is provided with access that includes but is not limited to:
  - 13.3.1. Data
  - 13.3.2. Financial records
  - 13.3.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 13.3.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 13.3.5. Scheduled phone access to Contractor principals and staff



**Exhibit B - Amendment #2**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, in accordance with the budgets defined in Section 5 below, for the services provided by the Contractor pursuant to Exhibit A, Amendment #1 Scope of Services.
2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

| CFDA # | Federal Agency                         | Grant Description                                                              |
|--------|----------------------------------------|--------------------------------------------------------------------------------|
| 93.778 |                                        | Medicaid Grants                                                                |
| 93.667 | Administration for Children & Families | Social Services Block Grant                                                    |
| 93.052 | Administration for Community Living    | Family Caregiver Support<br>Title III E                                        |
| 93.517 | Administration for Community Living    | Aging and Disability Resource Center Options<br>Counseling Enhancement Program |
| 93.324 | Administration for Community Living    | State Health Insurance Assistance Program                                      |
| 93.048 | Administration for Community Living    | Senior Medicare Patrol Project                                                 |
| 93.071 | Administration for Community Living    | CMS LIS/MSP Outreach to Low Income<br>Medicare Beneficiaries (MIPPA)           |

- 2.1. The Contractor agrees to provide the services in Exhibit A, Amendment #1, Scope of Services in compliance with funding requirements.

3. Account Numbers in Block 1.6 of the General Provisions of this Agreement, Form P-37 as follows:

| Grant                                                                          | State Account Number                |
|--------------------------------------------------------------------------------|-------------------------------------|
| NH State General Funds                                                         | 05-95-48-481010-95650000-102-500731 |
| Social Services Block Grant                                                    | 05-95-48-481010-92550000-545-500387 |
| Medicaid                                                                       | 05-95-48-481510-61800000-550-500398 |
| Aging and Disability Resource Center Options<br>Counseling Enhancement Program | 05-95-48-481010-78720000-072-500575 |
| Family Caregiver Support<br>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<br>Medicare Beneficiaries (MIPPA)           | 05-95-48-481010-88880000-102-500731 |





## Exhibit B - Amendment #2

4. Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

Financial Manager  
Division of Community Based Care Services  
Department of Health and Human Services  
129 Pleasant Street, Brown Building  
Concord, NH 03301

5. Payment for contracted services will be made cost reimbursement basis only, for allowable expenses based on budgets identified as Exhibits B-1 through Exhibit s B-14. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form.
- 5.1. Payment for contracted services shall be made on cost reimbursement basis only, for allowable expenses based on the budgets identified as Exhibit B-15 and Exhibit B-16 and in accordance with the Department approved individual program budgets.
- 5.2. The Contractor will provide invoices on Department supplied forms.
- 5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor shall submit to the Department the subcontractor's budget for review and approval. The Contractor shall submit to the Department copies of their invoices and the subcontractor's invoices for actual expenses that support the requests for reimbursement.
7. The Information, Referral, and Awareness Program Budgets Exhibit B-1 and B-6 Contract Share is funded by various sources as a percentage of the total as follows:
- 7.1. NH State General Funds SFY14: 47% SFY15: 49%
- 7.2. Social Services Block Grant SFY14: 15% SFY15: 14%
- 7.3. Medicaid SFY14: 38% SFY15: 37%
8. The Options Counseling and Person Centered Transition Support Programs Budgets Exhibit B-2 and B-7 Contract Share is funded by various sources as a percentage of the total as follows:
- 8.1. Medicaid SFY14: 64% SFY15: 88%
- 8.2. ADRC Grant SFY14: 36% SFY15: 12%
9. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibit B-1 through B-16 Budgets, to adjust amounts within the budgets and between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
11. Community Support Requirement: When the Contractor elects to provide additional funding toward the cost of the programs, then the Contractor is obligated to fund the difference between the total 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.



**Exhibit B - Amendment #2**

---

12. The Contractor shall complete Time Sheets for staff as instructed and on forms provided by THE DEPARTMENT.
13. Financial Reporting Requirements: The Contractor shall submit Monthly Financial Reports to THE DEPARTMENT upon request.
14. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Monthly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.
15. Veterans Directed Home and Community Based Program: The funding is from July 1, 2014 to June 30, 2015 for the purposes of developing and implementing the program as defined in Section 4.9.1 of Exhibit A, Amendment #1. Once the program is operational, the contractor shall continue providing the scope of work as defined in Sections 4.9.2 through 4.9.8 of Exhibit A, of Amendment #1, without funding from the Department.

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: GCSCC/SLRC Grafton

Budget Request for: Options Counseling and Person Centered Transitions Support Program  
(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 Bidder/Contractor Share |                     |                      |
|----------------------------------------|----------------------|---------------------|----------------------|--------------------------|----------------|----------|----------------------------------------------------------|---------------------|----------------------|
|                                        | Direct Incremental   | Indirect Fixed      | Total                | Direct Incremental       | Indirect Fixed | Total    | Direct Incremental                                       | Indirect Fixed      | Total                |
| 1. Total Salary/Wages                  | \$ 113,070.88        | \$ 15,051.57        | \$ 128,122.45        | -                        | -              | -        | \$ 113,070.88                                            | \$ 15,051.57        | \$ 128,122.45        |
| 2. Employee Benefits                   | \$ 26,006.30         | \$ 3,464.16         | \$ 29,470.46         | -                        | -              | -        | \$ 26,006.30                                             | \$ 3,464.16         | \$ 29,470.46         |
| 3. Consultants                         | -                    | \$ 50.00            | \$ 50.00             | -                        | -              | -        | -                                                        | \$ 50.00            | \$ 50.00             |
| 4. Equipment:                          | -                    | -                   | -                    | -                        | -              | -        | -                                                        | -                   | -                    |
| Rental                                 | \$ 378.00            | \$ 26.00            | \$ 404.00            | -                        | -              | -        | \$ 378.00                                                | \$ 26.00            | \$ 404.00            |
| Repair and Maintenance                 | \$ 4,396.00          | \$ 20.00            | \$ 4,416.00          | -                        | -              | -        | \$ 4,396.00                                              | \$ 20.00            | \$ 4,416.00          |
| Purchase/Depreciation                  | \$ 9,014.59          | \$ 76.00            | \$ 9,090.59          | -                        | -              | -        | \$ 9,014.59                                              | \$ 76.00            | \$ 9,090.59          |
| 5. Supplies:                           | -                    | -                   | -                    | -                        | -              | -        | -                                                        | -                   | -                    |
| Educational                            | -                    | -                   | -                    | -                        | -              | -        | -                                                        | -                   | -                    |
| Lab                                    | -                    | -                   | -                    | -                        | -              | -        | -                                                        | -                   | -                    |
| Pharmacy                               | -                    | -                   | -                    | -                        | -              | -        | -                                                        | -                   | -                    |
| Medical                                | -                    | -                   | -                    | -                        | -              | -        | -                                                        | -                   | -                    |
| Office                                 | \$ 5,031.26          | \$ 20.00            | \$ 5,051.26          | -                        | -              | -        | \$ 5,031.26                                              | \$ 20.00            | \$ 5,051.26          |
| 6. Travel                              | \$ 18,682.00         | \$ 39.00            | \$ 18,721.00         | -                        | -              | -        | \$ 18,682.00                                             | \$ 39.00            | \$ 18,721.00         |
| 7. Occupancy                           | \$ 18,399.00         | \$ 155.00           | \$ 18,554.00         | -                        | -              | -        | \$ 18,399.00                                             | \$ 155.00           | \$ 18,554.00         |
| 8. Current Expenses                    | -                    | -                   | -                    | -                        | -              | -        | -                                                        | -                   | -                    |
| Telephone                              | \$ 2,026.00          | \$ 13.00            | \$ 2,039.00          | -                        | -              | -        | \$ 2,026.00                                              | \$ 13.00            | \$ 2,039.00          |
| Postage                                | \$ 903.00            | \$ 70.00            | \$ 973.00            | -                        | -              | -        | \$ 903.00                                                | \$ 70.00            | \$ 973.00            |
| Subscriptions                          | -                    | \$ 55.00            | \$ 55.00             | -                        | -              | -        | -                                                        | \$ 55.00            | \$ 55.00             |
| Audit and Legal                        | \$ 771.00            | \$ 25.00            | \$ 796.00            | -                        | -              | -        | \$ 771.00                                                | \$ 25.00            | \$ 796.00            |
| Insurance                              | \$ 1,477.00          | \$ 152.00           | \$ 1,629.00          | -                        | -              | -        | \$ 1,477.00                                              | \$ 152.00           | \$ 1,629.00          |
| Board Expenses                         | -                    | -                   | -                    | -                        | -              | -        | -                                                        | -                   | -                    |
| 9. Software                            | -                    | \$ 60.00            | \$ 60.00             | -                        | -              | -        | -                                                        | \$ 60.00            | \$ 60.00             |
| 10. Marketing/Communications           | \$ 3,806.67          | \$ 15.00            | \$ 3,821.67          | -                        | -              | -        | \$ 3,806.67                                              | \$ 15.00            | \$ 3,821.67          |
| 11. Staff Education and Training       | \$ 1,698.00          | \$ 5.00             | \$ 1,703.00          | -                        | -              | -        | \$ 1,698.00                                              | \$ 5.00             | \$ 1,703.00          |
| 12. Subcontracts/Agreements            | -                    | -                   | -                    | -                        | -              | -        | -                                                        | -                   | -                    |
| 13. Other (Specify details mandatory): | -                    | -                   | -                    | -                        | -              | -        | -                                                        | -                   | -                    |
| Website Maintenance                    | \$ 183.00            | \$ 60.00            | \$ 243.00            | -                        | -              | -        | \$ 183.00                                                | \$ 60.00            | \$ 243.00            |
| Staff Recruitment/Recruitment Expense  | \$ 894.00            | \$ 45.00            | \$ 939.00            | -                        | -              | -        | \$ 894.00                                                | \$ 45.00            | \$ 939.00            |
| Volunteer Recognition                  | \$ 195.00            | -                   | \$ 195.00            | -                        | -              | -        | \$ 195.00                                                | -                   | \$ 195.00            |
| <b>TOTAL</b>                           | <b>\$ 206,941.70</b> | <b>\$ 19,411.73</b> | <b>\$ 226,353.43</b> | <b>-</b>                 | <b>-</b>       | <b>-</b> | <b>\$ 206,941.70</b>                                     | <b>\$ 19,411.73</b> | <b>\$ 226,353.43</b> |

9.4%

#DIV/0!

Indirect As A Percent of Direct

R923  
Contractor Initials: 3-18-15  
Date:

**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: 10/1/14-6/30/15

| Line Item                               | Total Program Cost |           |              | Contractor Share / Month |          |       | Requested Budget to be Funded by MIPAA Contract Share |           |              |
|-----------------------------------------|--------------------|-----------|--------------|--------------------------|----------|-------|-------------------------------------------------------|-----------|--------------|
|                                         | Direct Incremental | Indirect  | Total        | Direct Incremental       | Indirect | Total | Direct Incremental                                    | Indirect  | Total        |
| 1. Total Salary/Wages                   | \$ 5,684.40        | \$ 51.95  | \$ 5,736.35  | \$ -                     | \$ -     | \$ -  | \$ 5,684                                              | \$ 51.95  | \$ 5,736.35  |
| 2. Employee Benefits                    | \$ 1,293.30        | \$ 8.89   | \$ 1,302.19  | \$ -                     | \$ -     | \$ -  | \$ 1,293                                              | \$ 8.89   | \$ 1,302.19  |
| 3. Consultants                          | \$ -               | \$ 74.36  | \$ 74.36     | \$ -                     | \$ -     | \$ -  | \$ -                                                  | \$ 74.36  | \$ 74.36     |
| 4. Equipment:                           | \$ -               | \$ -      | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                  | \$ -      | \$ -         |
| Rental                                  | \$ 4.80            | \$ 0.39   | \$ 4.99      | \$ -                     | \$ -     | \$ -  | \$ 5                                                  | \$ 0.39   | \$ 4.99      |
| Repair and Maintenance                  | \$ 8.93            | \$ 11.36  | \$ 20.29     | \$ -                     | \$ -     | \$ -  | \$ 9                                                  | \$ 11.36  | \$ 20.29     |
| Purchase/Depreciation                   | \$ 1,790.00        | \$ 12.17  | \$ 1,802.17  | \$ -                     | \$ -     | \$ -  | \$ 1,790                                              | \$ 12.17  | \$ 1,802.17  |
| 5. Supplies:                            | \$ -               | \$ -      | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                  | \$ -      | \$ -         |
| Educational                             | \$ -               | \$ -      | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                  | \$ -      | \$ -         |
| Lab                                     | \$ -               | \$ -      | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                  | \$ -      | \$ -         |
| Pharmacy                                | \$ -               | \$ -      | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                  | \$ -      | \$ -         |
| Medical                                 | \$ -               | \$ -      | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                  | \$ -      | \$ -         |
| Office                                  | \$ 822.85          | \$ 3.91   | \$ 826.79    | \$ -                     | \$ -     | \$ -  | \$ 823                                                | \$ 3.91   | \$ 826.79    |
| 6. Travel                               | \$ 488.00          | \$ 2.49   | \$ 490.49    | \$ -                     | \$ -     | \$ -  | \$ 488                                                | \$ 2.49   | \$ 490.49    |
| 7. Occupancy                            | \$ 79.47           | \$ 3.47   | \$ 82.94     | \$ -                     | \$ -     | \$ -  | \$ 79                                                 | \$ 3.47   | \$ 82.94     |
| 8. Current Expenses                     | \$ -               | \$ -      | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                  | \$ -      | \$ -         |
| Telephone                               | \$ 16.93           | \$ 0.80   | \$ 17.53     | \$ -                     | \$ -     | \$ -  | \$ 17                                                 | \$ 0.80   | \$ 17.53     |
| Postage                                 | \$ 3.30            | \$ 3.15   | \$ 6.45      | \$ -                     | \$ -     | \$ -  | \$ 3                                                  | \$ 3.15   | \$ 6.45      |
| Subscriptions                           | \$ -               | \$ 0.66   | \$ 0.66      | \$ -                     | \$ -     | \$ -  | \$ -                                                  | \$ 0.66   | \$ 0.66      |
| Audit and Legal                         | \$ -               | \$ 15.23  | \$ 15.23     | \$ -                     | \$ -     | \$ -  | \$ -                                                  | \$ 15.23  | \$ 15.23     |
| Insurance                               | \$ 21.70           | \$ 3.85   | \$ 25.55     | \$ -                     | \$ -     | \$ -  | \$ 22                                                 | \$ 3.85   | \$ 25.55     |
| Board Expenses                          | \$ -               | \$ -      | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                  | \$ -      | \$ -         |
| 9. Software                             | \$ -               | \$ -      | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                  | \$ -      | \$ -         |
| 10. Marketing/Communications            | \$ 1,500.00        | \$ -      | \$ 1,500.00  | \$ -                     | \$ -     | \$ -  | \$ 1,500                                              | \$ -      | \$ 1,500.00  |
| 11. Staff Education and Training        | \$ 250.00          | \$ -      | \$ 250.00    | \$ -                     | \$ -     | \$ -  | \$ 250                                                | \$ -      | \$ 250.00    |
| 12. Subcontracts/Agreements             | \$ -               | \$ -      | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                  | \$ -      | \$ -         |
| 13. Other (specific details mandatory): | \$ -               | \$ -      | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                  | \$ -      | \$ -         |
| Staff Recognition                       | \$ 250.00          | \$ -      | \$ 250.00    | \$ -                     | \$ -     | \$ -  | \$ 250                                                | \$ -      | \$ 250.00    |
| Staff Recruitment/Payroll Expense       | \$ -               | \$ -      | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                  | \$ -      | \$ -         |
| <b>TOTAL</b>                            | \$ 12,213.51       | \$ 192.49 | \$ 12,406.00 | \$ -                     | \$ -     | \$ -  | \$ 12,213.51                                          | \$ 192.49 | \$ 12,406.00 |

Indirect As A Percent of Direct 1.6% #DIV/0!

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Grafton County Senior Citizens Council, Inc.

Program Name ServiceLink Resource Center

Budget Period: 7/1/15 - 6/30/16

| Line Item                               | Total Program Cost |                  |                   | Contractor Share / Match |                 |                  | Requested Budget to be Funded by DHS Contract Share |                  |                   |
|-----------------------------------------|--------------------|------------------|-------------------|--------------------------|-----------------|------------------|-----------------------------------------------------|------------------|-------------------|
|                                         | Direct Incremental | Indirect Fixed   | Total             | Direct Incremental       | Indirect Fixed  | Total            | Direct Incremental                                  | Indirect Fixed   | Total             |
| 1. Total Salary/Wages                   | \$ 197,402         | \$ 18,451        | \$ 215,853        | \$ -                     | \$ -            | \$ -             | \$ 197,402                                          | \$ 18,451        | \$ 215,853        |
| 2. Employee Benefits                    | \$ 49,351          | \$ 3,131         | \$ 52,482         | \$ 11,401                | \$ 279          | \$ 11,679        | \$ 37,950                                           | \$ 2,852         | \$ 40,802         |
| 3. Consultants                          | \$ -               | \$ 206           | \$ 206            | \$ -                     | \$ 61           | \$ 61            | \$ -                                                | \$ 144           | \$ 144            |
| 4. Equipment:                           | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -            | \$ -             | \$ -                                                | \$ -             | \$ -              |
| Rental                                  | \$ 315             | \$ 79            | \$ 394            | \$ 15                    | \$ 17           | \$ 32            | \$ 300                                              | \$ 62            | \$ 362            |
| Repair and Maintenance                  | \$ 3,722           | \$ 1,737         | \$ 5,459          | \$ 139                   | \$ 271          | \$ 410           | \$ 3,583                                            | \$ 1,466         | \$ 5,049          |
| Purchase/Depreciation                   | \$ 1,400           | \$ 712           | \$ 2,112          | \$ -                     | \$ 132          | \$ 132           | \$ 1,400                                            | \$ 580           | \$ 1,980          |
| 5. Supplies:                            | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -            | \$ -             | \$ -                                                | \$ -             | \$ -              |
| Educational                             | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -            | \$ -             | \$ -                                                | \$ -             | \$ -              |
| Lab                                     | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -            | \$ -             | \$ -                                                | \$ -             | \$ -              |
| Pharmacy                                | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -            | \$ -             | \$ -                                                | \$ -             | \$ -              |
| Medical                                 | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -            | \$ -             | \$ -                                                | \$ -             | \$ -              |
| Office                                  | \$ 3,448           | \$ 299           | \$ 3,747          | \$ 50                    | \$ 19           | \$ 69            | \$ 3,398                                            | \$ 280           | \$ 3,678          |
| 6. Travel                               | \$ 10,097          | \$ 385           | \$ 10,482         | \$ -                     | \$ 12           | \$ 12            | \$ 10,097                                           | \$ 373           | \$ 10,470         |
| 7. Occupancy                            | \$ 19,103          | \$ 630           | \$ 19,733         | \$ 1,692                 | \$ 131          | \$ 1,823         | \$ 17,411                                           | \$ 499           | \$ 17,910         |
| 8. Current Expenses                     | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -            | \$ -             | \$ -                                                | \$ -             | \$ -              |
| Telephone                               | \$ 4,447           | \$ 39            | \$ 4,486          | \$ 351                   | \$ 5            | \$ 357           | \$ 4,095                                            | \$ 34            | \$ 4,130          |
| Postage                                 | \$ 768             | \$ 484           | \$ 1,252          | \$ 26                    | \$ 98           | \$ 124           | \$ 742                                              | \$ 386           | \$ 1,128          |
| Subscriptions                           | \$ 110             | \$ 182           | \$ 292            | \$ -                     | \$ 32           | \$ 32            | \$ 110                                              | \$ 150           | \$ 260            |
| Audit and Legal                         | \$ 900             | \$ 1,916         | \$ 2,816          | \$ 35                    | \$ 418          | \$ 453           | \$ 865                                              | \$ 1,498         | \$ 2,363          |
| Insurance                               | \$ 2,606           | \$ 698           | \$ 3,304          | \$ 131                   | \$ 67           | \$ 198           | \$ 2,475                                            | \$ 631           | \$ 3,106          |
| Board Expenses                          | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -            | \$ -             | \$ -                                                | \$ -             | \$ -              |
| 9. Software                             | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -            | \$ -             | \$ -                                                | \$ -             | \$ -              |
| 10. Marketing/Communications            | \$ 2,250           | \$ 409           | \$ 2,659          | \$ -                     | \$ 49           | \$ 49            | \$ 2,250                                            | \$ 360           | \$ 2,610          |
| 11. Staff Education and Training        | \$ 925             | \$ -             | \$ 925            | \$ -                     | \$ -            | \$ -             | \$ 925                                              | \$ -             | \$ 925            |
| 12. Subcontracts/Agreements             | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -            | \$ -             | \$ -                                                | \$ -             | \$ -              |
| 13. Other (specific details mandatory): | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -            | \$ -             | \$ -                                                | \$ -             | \$ -              |
| Website Maintenance                     | \$ -               | \$ 30            | \$ 30             | \$ -                     | \$ 8            | \$ 8             | \$ -                                                | \$ 21            | \$ 21             |
| Staff Recruitment/Payroll Expense       | \$ 764             | \$ 78            | \$ 842            | \$ 40                    | \$ 47           | \$ 87            | \$ 724                                              | \$ 31            | \$ 755            |
| Bank & Other Fees                       | \$ -               | \$ 511           | \$ 511            | \$ -                     | \$ 55           | \$ 55            | \$ -                                                | \$ 456           | \$ 456            |
| <b>TOTAL</b>                            | <b>\$ 297,608</b>  | <b>\$ 29,975</b> | <b>\$ 327,584</b> | <b>\$ 13,880</b>         | <b>\$ 1,702</b> | <b>\$ 15,582</b> | <b>\$ 283,729</b>                                   | <b>\$ 28,273</b> | <b>\$ 312,002</b> |

Indirect As A Percent of Direct

10.1%

12.3%

10.0%

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: Grafton County Senior Citizens Council, Inc.

Program Name: ServiceLink Resource Center

Budget Period: 7/1/16 - 9/30/16

| 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                   | \$ 50,338          | \$ 4,613        | \$ 54,950        | \$ -                     | \$ 3,671        | \$ 3,671         | \$ 50,338                                            | \$ 942          | \$ 51,280        |
| 2. Employee Benefits                    | \$ 12,584          | \$ 783          | \$ 13,367        | \$ 2,907                 | \$ 623          | \$ 3,530         | \$ 9,677                                             | \$ 160          | \$ 9,837         |
| 3. Consultants                          | \$ -               | \$ 51           | \$ 51            | \$ -                     | \$ 40           | \$ 40            | \$ -                                                 | \$ 12           | \$ 12            |
| 4. Equipment:                           | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -             | \$ -                                                 | \$ -            | \$ -             |
| Rental                                  | \$ 80              | \$ 20           | \$ 99            | \$ 11                    | \$ 13           | \$ 25            | \$ 69                                                | \$ 6            | \$ 75            |
| Repair and Maintenance                  | \$ 915             | \$ 434          | \$ 1,349         | \$ 56                    | \$ 385          | \$ 442           | \$ 859                                               | \$ 49           | \$ 908           |
| Purchase/Depreciation                   | \$ 350             | \$ 178          | \$ 528           | \$ -                     | \$ 154          | \$ 154           | \$ 350                                               | \$ 24           | \$ 374           |
| 5. Supplies:                            | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -             | \$ -                                                 | \$ -            | \$ -             |
| Educational                             | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -             | \$ -                                                 | \$ -            | \$ -             |
| Lab                                     | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -             | \$ -                                                 | \$ -            | \$ -             |
| Pharmacy                                | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -             | \$ -                                                 | \$ -            | \$ -             |
| Medical                                 | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -             | \$ -                                                 | \$ -            | \$ -             |
| Office                                  | \$ 860             | \$ 75           | \$ 935           | \$ 792                   | \$ 83           | \$ 875           | \$ 67                                                | \$ 13           | \$ 80            |
| 6. Travel                               | \$ 2,524           | \$ 98           | \$ 2,622         | \$ 123                   | \$ 82           | \$ 205           | \$ 2,401                                             | \$ 16           | \$ 2,417         |
| 7. Occupancy                            | \$ 14,195          | \$ 157          | \$ 14,352        | \$ 2,433                 | \$ 134          | \$ 2,567         | \$ 11,782                                            | \$ 24           | \$ 11,785        |
| 8. Current Expenses                     | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -             | \$ -                                                 | \$ -            | \$ -             |
| Telephone                               | \$ 1,113           | \$ 11           | \$ 1,124         | \$ 883                   | \$ 8            | \$ 890           | \$ 230                                               | \$ 3            | \$ 233           |
| Postage                                 | \$ 192             | \$ 122          | \$ 314           | \$ 28                    | \$ 96           | \$ 124           | \$ 165                                               | \$ 26           | \$ 190           |
| Subscriptions                           | \$ 28              | \$ 44           | \$ 71            | \$ 203                   | \$ 40           | \$ 243           | \$ 23                                                | \$ 4            | \$ 4             |
| Audit and Legal                         | \$ 225             | \$ 479          | \$ 704           | \$ 203                   | \$ 381          | \$ 583           | \$ 23                                                | \$ 98           | \$ 121           |
| Insurance                               | \$ 652             | \$ 175          | \$ 828           | \$ 453                   | \$ 137          | \$ 590           | \$ 199                                               | \$ 38           | \$ 236           |
| Board Expenses                          | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -             | \$ -                                                 | \$ -            | \$ -             |
| 9. Software                             | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -             | \$ -                                                 | \$ -            | \$ -             |
| 10. Marketing/Communications            | \$ 563             | \$ 102          | \$ 665           | \$ 563                   | \$ 93           | \$ 655           | \$ -                                                 | \$ 9            | \$ 9             |
| 11. Staff Education and Training        | \$ 231             | \$ -            | \$ 231           | \$ -                     | \$ -            | \$ -             | \$ 231                                               | \$ -            | \$ 231           |
| 12. Subcontracts/Agreements             | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -             | \$ -                                                 | \$ -            | \$ -             |
| 13. Other (specific details mandatory): | \$ -               | \$ -            | \$ -             | \$ -                     | \$ -            | \$ -             | \$ -                                                 | \$ -            | \$ -             |
| Website Maintenance                     | \$ -               | \$ 8            | \$ 8             | \$ -                     | \$ 6            | \$ 6             | \$ -                                                 | \$ 2            | \$ 2             |
| Staff Recruitment/Payroll Expense       | \$ 192             | \$ 19           | \$ 211           | \$ 8                     | \$ 113          | \$ 120           | \$ 185                                               | \$ 7            | \$ 191           |
| Bank & Other Fees                       | \$ -               | \$ 128          | \$ 128           | \$ -                     | \$ 113          | \$ 113           | \$ -                                                 | \$ 15           | \$ 15            |
| <b>TOTAL</b>                            | <b>\$ 85,040</b>   | <b>\$ 7,497</b> | <b>\$ 92,537</b> | <b>\$ 8,488</b>          | <b>\$ 6,050</b> | <b>\$ 14,538</b> | <b>\$ 76,554</b>                                     | <b>\$ 1,447</b> | <b>\$ 78,001</b> |

Indirect As A Percent of Direct 8.8%

71.3%

1.9%



### SPECIAL PROVISIONS

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

*RJB*

*3-18-15*





Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

*RGB*



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to extend the completion date of the contract for up to fifteen months to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.
4. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional umbrella liability insurance coverage of not less than \$2,000,000;



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials RJB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations  
and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: *Grafton County Senior Citizens Council, Inc.*

3-18-15  
Date

*Roberta J. Berner*  
Name: *Roberta J. Berner*  
Title: *Executive Director*

Exhibit G

Contractor Initials *RJB*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business





Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

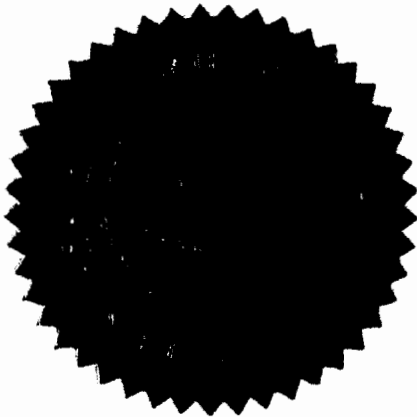
|                                        |                                                     |
|----------------------------------------|-----------------------------------------------------|
| The State                              | <u>Grafton County Senior Citizens Council, Inc.</u> |
| <u>[Signature]</u>                     | <u>Roberta J. Berner</u>                            |
| Signature of Authorized Representative | Signature of Authorized Representative              |
| <u>Director</u>                        | <u>Roberta J. Berner</u>                            |
| Name of Authorized Representative      | Name of Authorized Representative                   |
| <u>D. Langley</u>                      | <u>Executive Director</u>                           |
| Title of Authorized Representative     | Title of Authorized Representative                  |
| <u>4/3/15</u>                          | <u>3-18-15</u>                                      |
| Date                                   | Date                                                |

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 9<sup>th</sup> day of April A.D. 2014

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

Grafton County Senior Citizens Council, Inc.

ABSTRACT OF CORPORATE MINUTES

By action taken in accordance with the by-laws, the Board of Directors of Grafton County Senior Citizens Council, Inc. adopted the following resolution effective April 28, 2014.

Resolved, that any one of the President, Vice President, Treasurer, or Executive Director is authorized on behalf of GCSCC, Inc. to accept grants and awards from, and to enter into contracts and contract amendments with, the State of New Hampshire, and to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the State of New Hampshire. This authorization shall 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.

3-18-15  
(Date)

Lawrence A. Kelly  
Officer-Title  
LAWRENCE A. KELLY  
SECRETARY

"No corporate seal."

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On MARCH 18, 2015, 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 he/she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Betsy L. Cheney  
Notary Public/Justice of the Peace

Date of expiration:

BETSEY L. CHENEY  
NOTARY PUBLIC  
STATE OF NEW HAMPSHIRE  
My commission expires June 19, 2018

RGB  
3/18/15



# CERTIFICATE OF LIABILITY INSURANCE

GRAFT-5

OP ID: CH

DATE (MM/DD/YYYY)

03/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                                       |                                               |                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------------------------------|
| <b>PRODUCER</b><br>Kinney Pike/Hartford<br>The Junction Market Place<br>1011 North Main Street<br>White River Junction, VT 05001<br>Sandra D. Delisle | <b>CONTACT NAME:</b> Sandra D. Delisle        | <b>FAX (A/C, No):</b> 802-296-6126             |
|                                                                                                                                                       | <b>PHONE (A/C, No, Ext):</b> 802-295-3329     | <b>E-MAIL ADDRESS:</b> sdelisle@kinneypike.com |
| <b>INSURED</b><br>Grafton County Senior Citizens Council Inc -<br>PO Box 433<br>Lebanon, NH 03766                                                     | <b>INSURER(S) AFFORDING COVERAGE</b>          |                                                |
|                                                                                                                                                       | <b>INSURER A:</b> Hanover Insurance Company   |                                                |
|                                                                                                                                                       | <b>INSURER B:</b> Riverport Insurance Company |                                                |
|                                                                                                                                                       | <b>INSURER C:</b>                             |                                                |
|                                                                                                                                                       | <b>INSURER D:</b>                             |                                                |
|                                                                                                                                                       | <b>INSURER E:</b>                             |                                                |
| <b>INSURER F:</b>                                                                                                                                     |                                               | <b>NAIC #</b>                                  |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                            |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | ZBV-8862911-04  | 10/25/2014              | 10/25/2015              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>Emp Ben. \$ 1,000,000 |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                |           |          | ABV8808402-04   | 10/25/2014              | 10/25/2015              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                                         |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                       |           |          | UHV 8882696-04  | 10/25/2014              | 10/25/2015              | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000                                                                                                                                                                                                            |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input checked="" type="checkbox"/> N/A                                                                    |           |          | WC2883005759-02 | 11/13/2014              | 11/13/2015              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                                               |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

DEPAHEA

Department of Health  
and Human Services  
129 Pleasant Street  
Concord, NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



P.O. Box 433  
Lebanon, NH  
03766-0433

Phone: 603-448-4897  
Fax: 603-448-3906  
Web site: [www.gcsc.org](http://www.gcsc.org)

### *Centers for Senior Services*

Horse Meadow Senior Center  
(N. Haverhill 787-2539)  
Linwood Area Senior Services  
(Lincoln 745-4705)  
Littleton Area Senior Center  
(Littleton 444-6050)  
Mascoma Area Senior Center  
(Canaan 523-4333)  
Newfound Area Senior Services  
(Bristol 744-8395)  
Orford Area Senior Services  
(Orford 353-9107)  
Plymouth Regional Senior Center  
(Plymouth 536-1204)  
Upper Valley Senior Center  
(Lebanon 448-4213)

### *Sponsoring*

RSVP & The Volunteer Center  
(toll-free 1-877-711-7787)  
ServiceLink of Grafton County  
(toll-free 1-866-634-9412)

Grafton County Senior Citizens  
Council, Inc. is an equal  
opportunity provider.

### *2013-2014 Board of Directors*

Jim Varnum, *President*  
Rev. Gail Dimick, *Vice President*  
Emily Sands, *Treasurer*  
Caroline Moore, *Secretary*  
Ralph Akins  
Patricia Brady  
Rich Crocker  
James D. "Pepper" Anderson  
Clark Griffiths  
Dick Jaeger  
Larry Kelly  
Jenny Littlewood  
Mike McKinney  
Flora Meyer  
Molly Scheu  
Becky Smith  
Frank Thibodeau  
Debasreeta Dutta Gupta,  
*Revers Tuck Board Fellow*  
Roberta Berner, *Executive Director*

## **STATEMENT OF PURPOSE**

The purpose of Grafton County Senior Citizens Council is to develop, strengthen and provide programs and services which support the health, dignity and independence of older adults and adults with disabilities living in our communities.

GCSCC assumes an advocacy and leadership position with respect to identifying the needs and concerns of older persons and individuals with disabilities and informing the public of such needs.

GCSCC supports the concept of community focal points on aging wherein individuals may obtain access to comprehensive, community based services, and participate in activities that enhance their dignity, support their independence and encourage their involvement in the community.

GCSCC provides specific programs, services and educational opportunities in a variety of settings according to the availability of resources, and will pursue its mission in the most cost effective manner and through collaboration with other organizations.

Programs and services are based upon the following values:

- Older adults and adults with disabilities are individuals and adults with ambitions, capabilities and creative capacities.
- Older adults and persons with disabilities are capable of continued growth and development.
- Older adults and adults with disabilities, like all people, have certain basic needs, including opportunities for relationships and to experience a sense of achievement.
- Older adults and adults with disabilities, like all people, need access to sources of information, help for personal and family problems and the opportunity to learn from individuals coping with similar experiences.
- Older adults and adults with disabilities have a right to make choices and to be part of decision-making processes regarding issues which affect their lives.
- GCSCC will create and maintain a climate of respect, trust and support, and will provide opportunities for all individuals to exercise their skills and develop their potential as experienced adults, within the context of the whole community to which they belong and to which they bring their wisdom, experience and insight.



***Grafton County – South***

PO Box 433  
10 Campbell Street  
Lebanon, NH 03766  
(603) 448-1558  
(603) 448-6920 FAX



1 (866) 634-9412 (toll free)  
[www.servicelink.org](http://www.servicelink.org)

***Grafton County – North***

Mt. Eustis Commons  
262 Cottage Street, Suite G25  
Littleton, NH 03561  
(603) 444-4498  
(603) 444-0379 FAX

**GRAFTON COUNTY SERVICELINK MISSION  
STATEMENT**

“ServiceLink will provide a variety of proactive assistance to support individuals to live their lives as independently as possible within their own communities. ServiceLink will provide all people, including those with a disability, family members and caregivers access to information and knowledge that enables them to make informed choices regarding care and service options available in Grafton County.”

GRAFTON COUNTY SENIOR  
CITIZENS COUNCIL, INC.

FINANCIAL STATEMENTS  
September 30, 2014 and 2013

SINGLE AUDIT REPORTS  
September 30, 2014

## TABLE OF CONTENTS

|                                                                                                                                                                                                                       | Page  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| INDEPENDENT AUDITOR'S REPORT                                                                                                                                                                                          | 1-2   |
| FINANCIAL STATEMENTS                                                                                                                                                                                                  |       |
| Statements of Financial Position                                                                                                                                                                                      | 3     |
| Statements of Activities                                                                                                                                                                                              | 4     |
| Statements of Functional Expenses                                                                                                                                                                                     | 5     |
| Statements of Cash Flows                                                                                                                                                                                              | 6     |
| Notes to Financial Statements                                                                                                                                                                                         | 7-13  |
| GOVERNMENT AUDITING STANDARDS AND<br>SINGLE AUDIT ACT REPORTS AND SCHEDULES                                                                                                                                           |       |
| Independent Auditor's Report on Compliance and on Internal<br>Control Over Financial Reporting Based on an Audit of Financial<br>Statements Performed in Accordance with <i>Government Auditing<br/>    Standards</i> | 14-15 |
| Independent Auditor's Report on Compliance with Requirements<br>Applicable to Each Major Program and on Internal Control Over<br>Compliance in Accordance with OMB Circular A-133                                     | 16-17 |
| Schedule of Findings and Questioned Costs                                                                                                                                                                             |       |
| Section I – Summary of Auditor's Results                                                                                                                                                                              | 18    |
| Section II - Financial Statement Findings – None                                                                                                                                                                      | 18    |
| Section III – Federal Award Findings and<br>Questioned Costs – None                                                                                                                                                   | 18    |
| Schedule of Expenditures of Federal Awards                                                                                                                                                                            | 19    |
| Notes to Schedule of Expenditures of Federal Awards                                                                                                                                                                   | 20    |

# ROWLEY & ASSOCIATES, P.C.

## CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE  
CONCORD, NEW HAMPSHIRE 03301  
TELEPHONE (603) 228-5400  
FAX # (603) 226-3532

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Grafton County Senior Citizens Council, Inc.  
Lebanon, New Hampshire

### Report on the Financial Statements

We have audited the accompanying financial statements Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2014 and the related statement of activities and changes in net assets, statement of functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with 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 Grafton County Senior Citizens Council, Inc. as of September 30, 2014 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## Report on Summarized Comparative Information

We have previously audited Grafton County Senior Citizens Council, Inc.'s 2013 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 7, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2013, is consistent, in all material respects, with the audited financial statements from which it has been derived.

## Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, 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 February 3, 2015, on our consideration of Grafton County Senior Citizens Council, 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 Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and compliance.



Rowley & Associates, P.C.  
Concord, New Hampshire  
February 3, 2015

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**STATEMENTS OF FINANCIAL POSITION**  
**September 30, 2014 and 2013**  
See Independent Auditor's Report

| <b>ASSETS</b>                                    | <b>2014</b>                    | <b>2013</b>                    |
|--------------------------------------------------|--------------------------------|--------------------------------|
| <b>CURRENT ASSETS</b>                            |                                |                                |
| Cash, unrestricted                               | \$ 10,615                      | \$ 57,311                      |
| Cash, board designated                           | 40,340                         | 20,443                         |
| Cash, temporarily restricted                     | 19,689                         | 5,364                          |
| Investments (at fair market value)               | 676,149                        | 651,023                        |
| Accounts receivable                              | 20,843                         | 23,087                         |
| Grants receivable                                | 173,644                        | 194,402                        |
| Inventories                                      | 23,026                         | 24,491                         |
| Prepaid expenses                                 | 30,990                         | 9,423                          |
|                                                  | <u>995,296</u>                 | <u>985,544</u>                 |
| <br><b>LAND, BUILDING AND EQUIPMENT, at cost</b> |                                |                                |
| Land, buildings and improvements                 | 2,494,394                      | 2,494,394                      |
| Equipment                                        | 281,936                        | 285,945                        |
| Vehicles                                         | 451,971                        | 492,901                        |
| Construction in progress                         | 3,850                          | -                              |
| Accumulated depreciation                         | (1,524,139)                    | (1,411,126)                    |
|                                                  | <u>1,708,012</u>               | <u>1,862,114</u>               |
| <br><b>Total Assets</b>                          | <br><u><u>2,703,308</u></u>    | <br><u><u>2,847,658</u></u>    |
| <br><b>LIABILITIES AND NET ASSETS</b>            |                                |                                |
| <b>CURRENT LIABILITIES</b>                       |                                |                                |
| Accounts payable                                 | 50,603                         | 45,895                         |
| Accrued expenses                                 | 114,222                        | 156,703                        |
| Deferred revenue                                 | 32,408                         | -                              |
| Line of credit                                   | 70,000                         | -                              |
| Security deposits                                | 325                            | 325                            |
|                                                  | <u>267,558</u>                 | <u>202,923</u>                 |
| <br><b>NET ASSETS</b>                            |                                |                                |
| Unrestricted                                     |                                |                                |
| Operating                                        | (13,808)                       | 105,791                        |
| Board designated                                 | 571,866                        | 531,340                        |
| Investment in fixed assets                       | 1,708,012                      | 1,862,114                      |
|                                                  | <u>2,266,070</u>               | <u>2,499,245</u>               |
| Temporarily restricted                           | 25,057                         | 5,364                          |
| Permanently restricted                           | 144,623                        | 140,126                        |
|                                                  | <u>2,435,750</u>               | <u>2,644,735</u>               |
| <br><b>Total Liabilities and Net Assets</b>      | <br><u><u>\$ 2,703,308</u></u> | <br><u><u>\$ 2,847,658</u></u> |

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.  
**STATEMENTS OF ACTIVITIES**  
Year Ended September 30, 2014 With Comparative Totals For 2013  
See Independent Auditor's Report

|                                                      | 2014                |                        |                        | 2013                |                     |
|------------------------------------------------------|---------------------|------------------------|------------------------|---------------------|---------------------|
|                                                      | Unrestricted        | Temporarily Restricted | Permanently Restricted | Memorandum Total    | Memorandum Total    |
| <b>SUPPORT, REVENUES AND GAINS</b>                   |                     |                        |                        |                     |                     |
| <b>SUPPORT</b>                                       |                     |                        |                        |                     |                     |
| Contributions:                                       |                     |                        |                        |                     |                     |
| Local government agencies                            | \$ 346,905          | \$ -                   | \$ -                   | \$ 346,905          | \$ 323,673          |
| Senior center activities                             | 98,319              | -                      | -                      | 98,319              | 75,364              |
| Program participant                                  | 274,572             | -                      | -                      | 274,572             | 277,133             |
| General contributions and other                      | 336,657             | 16,535                 | -                      | 353,192             | 308,024             |
| Contributions, non-cash                              | 261,172             | -                      | -                      | 261,172             | 405,036             |
| Special events                                       | 33,293              | -                      | -                      | 33,293              | 21,423              |
| Bequests                                             | 1,413               | -                      | -                      | 1,413               | 26,504              |
| United Way agencies                                  | 30,934              | 5,368                  | -                      | 36,302              | 37,312              |
| Governmental programs and fees for contract services | 1,902,934           | -                      | -                      | 1,902,934           | 1,871,980           |
|                                                      | <u>3,286,199</u>    | <u>21,903</u>          | <u>-</u>               | <u>3,308,102</u>    | <u>3,346,449</u>    |
| <b>REVENUES AND GAINS</b>                            |                     |                        |                        |                     |                     |
| Rental                                               | 28,864              | -                      | -                      | 28,864              | 26,662              |
| Interest and dividends                               | 19,785              | -                      | 4,835                  | 24,620              | 25,896              |
| Net realized and unrealized gain on investments      | 29,281              | -                      | 7,154                  | 36,435              | 31,281              |
| Gain (loss) on disposal of fixed assets              | 656                 | -                      | -                      | 656                 | (849)               |
|                                                      | <u>78,586</u>       | <u>-</u>               | <u>11,989</u>          | <u>90,575</u>       | <u>82,990</u>       |
| <b>TOTAL SUPPORT, REVENUES AND GAINS</b>             | <u>3,364,785</u>    | <u>21,903</u>          | <u>11,989</u>          | <u>3,398,677</u>    | <u>3,429,439</u>    |
| Net Assets Released From Donor Imposed Restrictions  | 9,702               | (2,210)                | (7,492)                | -                   | -                   |
| <b>EXPENSES</b>                                      |                     |                        |                        |                     |                     |
| <b>PROGRAM SERVICES</b>                              |                     |                        |                        |                     |                     |
| Senior transportation                                | 620,960             | -                      | -                      | 620,960             | 608,914             |
| Nutrition programs                                   | 1,976,706           | -                      | -                      | 1,976,706           | 1,861,015           |
| Social services programs                             | 128,614             | -                      | -                      | 128,614             | 117,811             |
| Service Link                                         | 406,068             | -                      | -                      | 406,068             | 332,754             |
| RSVP programs                                        | 98,700              | -                      | -                      | 98,700              | 113,060             |
| Senior center activities                             | 59,491              | -                      | -                      | 59,491              | 55,709              |
|                                                      | <u>3,290,539</u>    | <u>-</u>               | <u>-</u>               | <u>3,290,539</u>    | <u>3,089,263</u>    |
| <b>SUPPORTING SERVICES</b>                           |                     |                        |                        |                     |                     |
| Management and general                               | 286,122             | -                      | -                      | 286,122             | 293,548             |
| Fundraising                                          | 31,001              | -                      | -                      | 31,001              | 32,616              |
|                                                      | <u>317,123</u>      | <u>-</u>               | <u>-</u>               | <u>317,123</u>      | <u>326,164</u>      |
| <b>TOTAL EXPENSES</b>                                | <u>3,607,662</u>    | <u>-</u>               | <u>-</u>               | <u>3,607,662</u>    | <u>3,415,427</u>    |
| <b>NET INCREASE (DECREASE) IN NET ASSETS</b>         | (233,175)           | 19,693                 | 4,497                  | (208,985)           | 14,012              |
| <b>NET ASSETS, BEGINNING OF YEAR</b>                 | <u>2,499,245</u>    | <u>5,364</u>           | <u>140,126</u>         | <u>2,644,735</u>    | <u>2,630,723</u>    |
| <b>NET ASSETS, END OF YEAR</b>                       | <u>\$ 2,266,070</u> | <u>\$ 25,057</u>       | <u>\$ 144,623</u>      | <u>\$ 2,435,750</u> | <u>\$ 2,644,735</u> |

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.  
STATEMENTS OF FUNCTIONAL EXPENSES  
For the year ending September 30, 2014  
(With Comparative Totals for 2013)  
See Independent Auditor's Report

|                            | PROGRAM SERVICES      |              |                 |              |           |                 | SUPPORT                |              | MEMORANDUM TOTALS |              |
|----------------------------|-----------------------|--------------|-----------------|--------------|-----------|-----------------|------------------------|--------------|-------------------|--------------|
|                            | Senior Transportation | Nutrition    | Social Services | Service Link | RSVP      | Senior Activity | Management and General | Fund Raising | 2014              | 2013         |
| Salaries and wages         | \$ 274,034            | \$ 676,610   | \$ 83,960       | \$ 257,663   | \$ 62,114 | \$ -            | \$ 174,891             | \$ 19,432    | \$ 1,548,704      | \$ 1,501,915 |
| Payroll taxes              | 21,886                | 51,960       | 6,135           | 19,549       | 4,867     | -               | 11,463                 | 1,273        | 117,133           | 121,659      |
| Fringe benefits            | 10,818                | 98,199       | 19,938          | 39,211       | 9,183     | -               | 13,016                 | 1,446        | 191,811           | 169,841      |
| Transportation             | 8,705                 | 49,114       | 2,411           | 15,263       | 7,635     | -               | 2,543                  | 283          | 85,954            | 88,796       |
| Supplies                   | 3,729                 | 110,443      | 2,715           | 12,129       | 1,843     | 2,362           | 9,408                  | 1,045        | 143,674           | 132,439      |
| Food and beverages         | -                     | 357,055      | -               | -            | -         | -               | -                      | -            | 357,055           | 330,381      |
| Donated food and supplies  | -                     | 254,465      | -               | -            | -         | -               | -                      | -            | 254,465           | 216,734      |
| Rent and utilities         | 28,990                | 120,820      | 1,874           | 15,869       | 1,092     | -               | 2,477                  | 275          | 171,397           | 155,138      |
| Vehicle expense            | 110,401               | -            | -               | -            | -         | -               | -                      | -            | 110,401           | 122,280      |
| Postage                    | 1,630                 | 8,322        | 120             | 1,106        | 840       | 43              | 4,834                  | 536          | 17,431            | 16,063       |
| Repairs and maintenance    | 20,800                | 102,528      | 1,601           | 4,141        | 1,707     | 387             | 11,004                 | 1,223        | 143,391           | 108,688      |
| Telephone and internet     | 4,112                 | 15,681       | 338             | 3,805        | 1,015     | -               | 343                    | 38           | 25,332            | 24,786       |
| Professional Fees          | -                     | -            | -               | 654          | -         | -               | 21,510                 | 2,390        | 24,554            | 25,450       |
| Bank and investment fees   | 50                    | 700          | -               | 79           | 60        | 20              | 10,254                 | 354          | 11,517            | 9,952        |
| Dues and subscriptions     | 106                   | 539          | 15              | 269          | 298       | 190             | 1,820                  | 202          | 3,439             | 3,368        |
| Insurance                  | 34,972                | 62,697       | 8,433           | 19,185       | 4,760     | -               | 7,636                  | 848          | 138,531           | 103,759      |
| Marketing/public relations | 305                   | 1,004        | 57              | 1,390        | 53        | 110             | 2,647                  | 294          | 5,860             | 5,476        |
| Staff development          | 1,829                 | 3,504        | 40              | 2,639        | 1,275     | 730             | 2,688                  | 298          | 13,003            | 12,881       |
| Printing and copying       | 181                   | 1,041        | 16              | 1,751        | 290       | 96              | 834                    | 93           | 4,302             | 9,328        |
| Volunteer recognition      | 14                    | 75           | 2               | 24           | 187       | 1,075           | 347                    | 38           | 1,762             | 2,186        |
| Miscellaneous expenses     | 120                   | 882          | 14              | 106          | 237       | 471             | 2,635                  | 293          | 4,758             | 3,090        |
| Depreciation               | 98,253                | 58,927       | 945             | 403          | -         | -               | 515                    | 57           | 159,100           | 174,535      |
| Fundraising                | 8                     | 575          | -               | -            | -         | 73              | 2,471                  | 274          | 3,401             | 7,263        |
| Website costs              | -                     | -            | -               | -            | -         | -               | 2,088                  | 232          | 2,320             | 3,597        |
| Other program expenses     | -                     | 1,349        | -               | 10,832       | 1,244     | 2,930           | 698                    | 77           | 17,130            | 13,365       |
| Senior activity expense    | 17                    | 216          | -               | -            | -         | 51,004          | -                      | -            | 51,237            | 52,457       |
| Total Expenses             | \$ 620,960            | \$ 1,976,706 | \$ 128,614      | \$ 406,068   | \$ 98,700 | \$ 59,491       | \$ 286,122             | \$ 31,001    | \$ 3,607,662      | \$ 3,415,427 |

The notes to consolidated financial statements are an integral part of this statement



**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**STATEMENTS OF CASH FLOWS**  
**For the Years Ended September 30, 2014 and 2013**  
See Independent Auditor's Report

|                                                                                                             | <u>2014</u>       | <u>2013</u>       |
|-------------------------------------------------------------------------------------------------------------|-------------------|-------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>                                                                |                   |                   |
| Increase (decrease) in net assets                                                                           | \$ (208,985)      | \$ 14,012         |
| Adjustments to reconcile change in net assets to<br>net unrestricted cash provided by operating activities: |                   |                   |
| Depreciation                                                                                                | 159,100           | 174,535           |
| Gain on sale of investments                                                                                 | (76,689)          | (35,241)          |
| Change in unrealized loss on investments                                                                    | 40,254            | 3,960             |
| (Gain) loss on disposal of fixed assets                                                                     | (656)             | 849               |
| Contributions of fixed assets                                                                               | (1)               | (183,013)         |
| Change in cash restricted                                                                                   | (14,325)          | 35,463            |
| (Increase) decrease in operating assets                                                                     |                   |                   |
| Accounts receivable                                                                                         | 2,244             | (9,738)           |
| Grants receivable                                                                                           | 20,758            | (149,211)         |
| Inventories                                                                                                 | 1,465             | 13                |
| Prepaid expenses                                                                                            | (21,567)          | 22,517            |
| Increase (decrease) in operating liabilities                                                                |                   |                   |
| Accounts payable - trade                                                                                    | 4,708             | (3,614)           |
| Accrued expenses                                                                                            | (42,481)          | 23,313            |
| Security deposits                                                                                           | -                 | 150               |
| Deferred revenue                                                                                            | 32,408            | -                 |
| Net cash used by operating activities                                                                       | <u>(103,767)</u>  | <u>(106,005)</u>  |
| <b>CASH FLOW FROM INVESTING ACTIVITIES:</b>                                                                 |                   |                   |
| Proceeds from sales on investments                                                                          | 597,438           | 422,558           |
| Purchases of investments                                                                                    | (586,127)         | (274,275)         |
| Proceeds from sales of fixed assets                                                                         | 656               | 1,000             |
| Purchases of fixed assets                                                                                   | (4,999)           | (44,833)          |
| Net cash provided by investing activities                                                                   | <u>6,968</u>      | <u>104,450</u>    |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>                                                                |                   |                   |
| Net proceeds from line of credit                                                                            | <u>70,000</u>     | <u>-</u>          |
| Net decrease in unrestricted cash                                                                           | (26,799)          | (1,555)           |
| Unrestricted cash, beginning of year                                                                        | <u>77,754</u>     | <u>79,309</u>     |
| Unrestricted cash, end of year                                                                              | <u>\$ 50,955</u>  | <u>\$ 77,754</u>  |
| <b>SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION</b>                                                       |                   |                   |
| Non cash contributions                                                                                      | <u>\$ 261,172</u> | <u>\$ 405,036</u> |
| Cost of fixed assets acquired                                                                               | 5,000             | 227,846           |
| Donation of fixed assets                                                                                    | 1                 | 183,013           |
| Net cash paid for fixed assets                                                                              | <u>\$ 4,999</u>   | <u>\$ 44,833</u>  |

The notes to consolidated financial statements are an integral part of this statement

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
Years Ended September 30, 2014 and 2013

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of Grafton County Senior Citizens Council, Inc. (hereinafter referred to as the "Organization" or the "Council") have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB's generally accepted accounting principles applicable to the Council, and the Council's conformity with such principles, are described below. These disclosures are an integral part of the Council's financial statements.

**A. NATURE OF ACTIVITIES, PURPOSE AND CONCENTRATIONS**

The Grafton County Senior Citizens Council, Inc. is a "not-for-profit" organization, which provides community-based services to older individuals in Grafton County, New Hampshire. These services include transportation, nutrition, and physical and social activities. The Council's program support is derived primarily from federally funded fee for service contracts and grants through the State of New Hampshire, and is supplemented by participant program related contributions. The Council also receives mission critical program support from area towns, agencies, United Way and Grafton County. The Council also allows the area Senior Centers to generate program support for activities specific to the area centers.

**B. PROMISE TO GIVE**

The Organization has adopted FASB ASC 958-605-20, "Accounting for Contributions Received and Contributions Made." In accordance with FASB ASC 958-605-20, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions. Time-restricted contributions are required to be reported as temporarily restricted support and are then reclassified to unrestricted net assets upon expiration of time restriction. Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. The organization uses the allowance method for recognition of uncollectable amounts. There were no uncollectable amounts at September 30, 2014 and 2013, respectively.

**C. USE OF ESTIMATES**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures. Accordingly, actual results could differ from those estimates.

**D. BASIS OF ACCOUNTING**

The financial statements of the Organization have been prepared in the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

**E. FINANCIAL STATEMENT PRESENTATION**

The Council is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Council is required to present a statement of cash flows. The Council additionally maintains a classification of land, building and equipment within its unrestricted net asset statements of activity, which is combined into total unrestricted net assets.

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
Years Ended September 30, 2014 and 2013

**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**F. IN-KIND CONTRIBUTIONS**

Contributed Services

The Council receives donated services from a substantial number of unpaid volunteers who have made significant contributions of their time to the general operations of the Council. No amounts have been recognized in the accompanying statement of activities because the criterion for recognition of such volunteer effort is that services must be specialized skills, which would be purchased if not donated. Service contributed for the year ended September 30, 2014 and 2013 amounted to 55,870 and 48,087 hours, respectively and are valued at \$7.25 per hour for a total of \$405,058 and \$348,556, respectively.

Contributed goods

The Council receives donated goods throughout the year. Contributed goods can include food supplies and equipment. For financial reporting purposes the items contributed have been recorded at their fair market value at the date of the contribution. Any equipment contributed is capitalized and depreciated over its estimated useful life.

For the year ended September 30, 2014 contributed food, supplies, and fixed assets were \$253,780, \$7,391 and \$1, respectively. For the year ended September 30, 2013 contributed food, supplies, and fixed assets were \$216,734, \$5,289 and \$183,013, respectively.

**G. INCOME TAXES**

The exempt status of the Council is based upon the terms of an original Internal Revenue Service determination letter, dated July 1972, in which the Council maintained that it is an organization that operates exclusively for religious, charitable and educational purposes (as more fully defined in Internal Revenue Code Section 501(c)(3). The Council has maintained that it is not a "private foundation" under Section 509(a)(2). The Council is required to file annual information returns for tax-exempt organizations with the Internal Revenue Service as well as the Department of Charitable Trusts of the New Hampshire Attorney General's Office. The council qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

**H. INVESTMENTS**

The Council has adopted FASB ASC 958-320, "Accounting for Certain Investments Held by Not-for-Profit Organizations." Under FASB ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increase in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

**I. CASH, CASH EQUIVALENTS AND INVESTMENTS**

For purposes of the Statements of Cash Flows, the Council considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of September 30, 2014 and 2013.

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
Years Ended September 30, 2014 and 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J. ACCOUNTS RECEIVABLE

Accounts receivable are comprised of amounts due from customers for services provided. The Council considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

K. GRANTS RECEIVABLE

The grants receivable consist of amounts to be received by the Council from Federal and State governments. The amounts to be received include receivables for program services already rendered under contract agreements with the government. No allowance for doubtful accounts has been established for accounts receivable.

Grants receivable as of September 30, 2014 and 2013 consist of the following:

|                                     | <u>2014</u>      | <u>2013</u>      |
|-------------------------------------|------------------|------------------|
| Federal and State Government Grants | <u>\$173,644</u> | <u>\$194,402</u> |

L. LAND, BUILDINGS, AND EQUIPMENT

Land, buildings and equipment are recorded at cost at the date of acquisition or fair market value at the date of the gift. The Council's policy is to capitalize all land, buildings and equipment in excess of \$1,000 (lesser individual item amounts are generally expensed) and to depreciate these assets using the straight-line method of depreciation over their estimated useful lives as follows:

|                            | <u>Years</u> |
|----------------------------|--------------|
| Buildings and improvements | 7-50         |
| Equipment                  | 5-20         |
| Vehicles                   | 5-7          |

Depreciation expense recorded by the Council for the years ended September 30, 2014 and 2013 was \$159,101 and \$174,535, respectively.

M. ALLOWANCE FOR DOUBTFUL ACCOUNTS

The Council provides, when necessary, for an allowance for doubtful accounts when accounts or pledges receivable are not deemed fully collectible. At September 30, 2014 and 2013, there was no allowance for doubtful accounts.

N. INVENTORY

Inventory is stated at the lower of cost (specific identification method) or market and is comprised of food items.

2. SUBSEQUENT EVENT

The Organization's management has evaluated subsequent events through February 3, 2015, which is the date the financial statements were available to be issued. It has been determined that no subsequent events matching this criterion occurred during this period.

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
Years Ended September 30, 2014 and 2013

**3. FUNCTIONAL EXPENSES**

Expenses by function have been allocated between program and supporting services classifications on the basis of time records, units of service and estimates made by the Council's management.

**4. INVESTMENTS, INVESTMENT INCOME AND USE LIMITATIONS**

The Council maintains individual and pooled investments containing both restricted and unrestricted funds. Investment income, gains, losses, and management fees of any pool are allocated to activities based on each activity's pro-rata share (on dollar and time basis) in the pool. Investments in marketable equity securities and marketable debt securities are carried at fair market value determined by "quoted market prices" per unit (share) as of the balance sheet date. All other investments are stated at cost. Donated investments are recorded at the "fair market value" as of the date of receipt. Investment income, realized and unrealized gains, losses, dividends and interest unrestricted activities are recorded as operating activities. Investment interest and dividend income on restricted activities is added to, or deducted from, the appropriate activity.

At September 30, 2014 long-term investments made by the Council are stated at the following fair values, including unrealized appreciation, are summarized below:

|                  | <u>Cost</u>       | <u>Value</u>      | <u>Appreciation<br/>(Depreciation)</u> |
|------------------|-------------------|-------------------|----------------------------------------|
| Bonds            | \$ 10,494         | \$ 10,262         | \$ (232)                               |
| Bond Mutual Fund | 371,150           | 382,018           | 10,868                                 |
| ETF's            | <u>286,350</u>    | <u>283,869</u>    | <u>(2,481)</u>                         |
|                  | <u>\$ 667,994</u> | <u>\$ 676,149</u> | <u>\$ 8,155</u>                        |

All investments are measured at Level 1. Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets.

**5. CONCENTRATION OF CREDIT RISK**

At September 30, 2014 and 2013, the carrying amounts and bank balances with financial institutions of the Council's cash deposits are categorized by "credit risk" as follows:

Category 1 Deposits that are insured by the Federal Deposit Insurance Corporation (FDIC) or collateralized by securities held by the Council (or its agent) in the Council's name.

Category 2 Deposits that are uninsured and collateralized by securities that are held by the pledging institution's trust department (or agent) in the Council's name.

Category 3 Deposits that are uninsured and uncollateralized or collateralized by securities that are held by the pledging institution's trust department (or agent) but not in the Council's name.

At September 30, 2014 and 2013, the Organization had no uninsured cash balances, respectively

**6. LINE OF CREDIT**

The Council has a \$200,000 line of credit at an area bank, unsecured, with a variable interest rate equal to the Wall Street Journal Prime Index. The line of credit expires September 15, 2015. The interest rate at September 30, 2014 and 2013 was 3.25%, respectively. Interest payments are required monthly. The outstanding balance as of September 30, 2014 and 2013 was \$70,000 and \$0, respectively.

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
Years Ended September 30, 2014 and 2013

**7. LEASE OBLIGATION**

In May 2011, the Council entered into an agreement to lease property in Littleton over twenty years in an amount equal to the tax assessment of the property, payable in monthly installments. During the years ended September 30, 2014 and 2013, respectively, the Council expensed rent in the amount of \$4,200 related to the lease.

In July 2014 the Council renewed its lease of property in Littleton for three years. The lease expires in June 2017. During the years ended September 30, 2014 and 2013, respectively, the Council expensed rent in the amount of \$13,797 related to the lease.

In January 2014 the Council signed a four-year lease of property in Lincoln, New Hampshire. The lease agreement expires in December 2018. During the years ended September 30, 2014 and 2013, respectively, the Council expensed rent in the amount of \$11,976 and \$11,799 related to this lease.

In October 2014 the Council entered into a one-year lease of property in Bristol, New Hampshire. During the years ended September 30, 2014 and 2013, respectively, the Council expensed rent in the amount of \$10,800 related to this lease.

In January 2014 the Council entered into a one-year agreement to lease property in Orford, New Hampshire. The agreement expires in January 2015. During the years ended September 30, 2014 and 2013, respectively, the Council expensed rent in the amount of \$4,980 related to the lease.

Future minimum lease payments on the above leases as of September 30 are:

|            |                   |
|------------|-------------------|
| 2015       | \$ 42,596         |
| 2016       | 30,983            |
| 2017       | 20,003            |
| 2018       | 16,235            |
| 2019       | 4,200             |
| Thereafter | <u>70,000</u>     |
|            | <u>\$ 184,017</u> |

The Council also leases office equipment under short-term operating lease agreements.

**8. CONTINGENT LIABILITIES**

Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of the funds to the grantors. Although the return of the funds is a possibility, the Board of Directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

**9. ECONOMIC DEPENDENCY**

The Council receives a substantial amount of its revenues and support under federal and state funded fee for service contracts, grants and programs (primarily passed through the State of New Hampshire). If a significant reduction or delay in the level of support were to occur, it may have an effect on the Council's programs and activities.

The following reflects activity for the year ended September 30, 2014:

|                                                         |             |
|---------------------------------------------------------|-------------|
| Federal and State Funded Contracts, Grants and Programs | \$1,902,934 |
| Percentage of Total Support and Revenues                | 56%         |

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
Years Ended September 30, 2014 and 2013

**10. TEMPORARILY RESTRICTED, PERMANENTLY RESTRICTED & BOARD-DESIGNATED NET ASSETS**

Board designated net assets consist of the following at September 30:

|                                   | <u>2014</u>       | <u>2013</u>       |
|-----------------------------------|-------------------|-------------------|
| Investment reserve                | \$ 111,285        | \$ 112,894        |
| Mascoma area reserve              | 24,616            | 22,195            |
| Plymouth reserve                  | 10,567            | 9,455             |
| Littleton reserve                 | 205,318           | 197,881           |
| Horse Meadow reserve              | 61,191            | 33,064            |
| GCSCC Endowment fund              | <u>158,889</u>    | <u>155,851</u>    |
| Total board designated net assets | <u>\$ 571,866</u> | <u>\$ 531,340</u> |

Temporarily restricted net assets consist of the following at September 30:

|                                         | <u>2014</u>      | <u>2013</u>     |
|-----------------------------------------|------------------|-----------------|
| Plymouth deck fund                      | \$ 3,335         | \$ 4,939        |
| Plymouth refrigerator                   | 1,604            | 425             |
| Service Corps                           | 13,000           | -               |
| Haverhill activity room                 | 1,200            | -               |
| Lebanon transportation                  | 300              | -               |
| Tree harp                               | 250              | -               |
| United Way receivable                   | <u>5,368</u>     | <u>-</u>        |
| Total temporarily restricted net assets | <u>\$ 25,057</u> | <u>\$ 5,364</u> |

Permanently restricted net assets consist of the following at September 30:

|                                         | <u>2014</u>       | <u>2013</u>       |
|-----------------------------------------|-------------------|-------------------|
| Clapper Memorial, Endowment fund        | \$ 30,620         | \$ 29,931         |
| Jean Clay fund                          | <u>114,003</u>    | <u>110,195</u>    |
| Total temporarily restricted net assets | <u>\$ 144,623</u> | <u>\$ 140,126</u> |

**11. ENDOWMENT FUND**

The Endowment Fund was established to provide a source of continued support for the service provided by the Council. The finance committee has the authority to invest in mutual funds, cash or cash equivalents or Electronically Traded Funds (ETF) in proportions at their discretion. The Endowment Fund is invested with a recommended mix of approximately 50% equities, 40% fixed income and 10% cash and cash equivalents. The spending policy is to take distributions of annual amounts of 5% of the trailing eight quarter average value of the fund assets. However, 83% of the balance of the fund may be spent if authorized by a majority vote of the Board of Directors. The remainder of the fund is made up of permanently restricted funds. These permanently restricted funds allow for the earnings to be released for spending each year. The activity of the Endowment Fund for the years ended September 30, 2014 and 2013 were as follows:

|                                      | <u>2014</u>      | <u>2013</u>      |
|--------------------------------------|------------------|------------------|
| Balance at beginning of year         | \$185,782        | \$324,756        |
| Donations                            | 11,336           | -                |
| Earnings                             | 25,092           | 22,669           |
| Net appreciation (depreciation)      | (10,820)         | (11,174)         |
| Investment expenses                  | (1,979)          | (2,322)          |
| Amounts appropriated for expenditure | <u>(19,902)</u>  | <u>(148,147)</u> |
| Balance at end of year               | <u>\$189,509</u> | <u>\$185,782</u> |

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
Years Ended September 30, 2014 and 2013

**12. FAIR VALUE MEASUREMENTS**

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Council is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at September 30 were as follows:

|                     |                   | Quoted Prices in<br>Active Markets<br>For Identical<br>Assets (Level 1) | Significant other<br>Observable Inputs<br>(Level 2) |
|---------------------|-------------------|-------------------------------------------------------------------------|-----------------------------------------------------|
| <u>2014</u>         | <u>Fair Value</u> |                                                                         |                                                     |
| Investments         | \$ 676,149        | \$ 676,149                                                              | \$ -                                                |
| Accounts receivable | 20,843            | -                                                                       | 20,843                                              |
| Grants receivable   | <u>173,644</u>    | <u>-</u>                                                                | <u>173,644</u>                                      |
|                     | <u>\$ 870,636</u> | <u>\$ 676,149</u>                                                       | <u>\$ 194,487</u>                                   |
| <u>2013</u>         |                   |                                                                         |                                                     |
| Investments         | \$ 651,023        | \$ 651,023                                                              | \$ -                                                |
| Accounts receivable | 23,087            | -                                                                       | 23,087                                              |
| Grants receivable   | <u>194,402</u>    | <u>-</u>                                                                | <u>194,402</u>                                      |
|                     | <u>\$ 868,512</u> | <u>\$ 651,023</u>                                                       | <u>\$ 217,489</u>                                   |

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts and grants receivable are estimated at the present value of expected future cash flows.

**13. TAX EXEMPT STATUS**

The Organization is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2013, 2012, and 2011 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.



# ROWLEY & ASSOCIATES, P.C.

## CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE  
CONCORD, NEW HAMPSHIRE 03301  
TELEPHONE (603) 228-5400  
FAX # (603) 226-3532

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

### INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors  
Grafton County Senior Citizens Council, Inc.  
Lebanon, 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 the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Grafton County Senior Citizens Council, Inc., as of and for the year ended September 30, 2014, and the related notes to the financial statements, which collectively comprise Grafton County Senior Citizens Council, Inc.'s basic financial statements, and have issued our report thereon dated February 3, 2015.

#### Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Grafton County Senior Citizens Council, 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 opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### Compliance and Other Matters

As part of obtaining reasonable assurance about whether Grafton County Senior Citizens Council, 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 entity'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 entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rowley & Associates, PC

Rowley & Associates, P.C.  
Concord, New Hampshire  
February 3, 2015

# ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE  
CONCORD, NEW HAMPSHIRE 03301  
TELEPHONE (603) 228-5400  
FAX # (603) 226-3532

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

## INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

To the Board of Directors  
Grafton County Senior Citizens Council, Inc.  
Lebanon, New Hampshire

### Report on Compliance for Each Major Federal Program

We have audited Grafton County Senior Citizens Council, 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 Grafton County Senior Citizens Council, Inc.'s major federal programs for the year ended September 30, 2014. Grafton County Senior Citizens Council, 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 Grafton County Senior Citizens Council, 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 Grafton County Senior Citizens Council, 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 Grafton County Senior Citizens Council, Inc.'s compliance.

### *Opinion on Each Major Federal Program*

In our opinion, Grafton County Senior Citizens Council, 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 September 30, 2014.

## Report on Internal Control over Compliance

Management of Grafton County Senior Citizens Council, 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 Grafton County Senior Citizens Council, 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 Grafton County Senior Citizens Council, 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.

*Rowley & Associates, PC*

Rowley & Associates, P.C.  
Concord, New Hampshire  
February 3, 2015

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
Year Ended September 30, 2014

**SECTION I – SUMMARY OF AUDITOR’S RESULTS**

1. The auditor’s report expresses an unqualified opinion on the financial statements of Grafton County Senior Citizens Council, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditor’s Report.
3. No instances of noncompliance material to the financial statements of Grafton County Senior Citizens Council, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies relating to the audit of the major federal award programs are reported in the Independent Auditor’s Report on Compliance With Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133.
5. The auditor’s report on compliance for the major federal award programs for Grafton County Senior Citizens Council, Inc. expresses an unqualified 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 was:

Federal Program Cluster:

|                                                   |        |
|---------------------------------------------------|--------|
| Title IIIB, Supportive Services and Senior Center | 93.044 |
| Title IIIC, Nutrition Services                    | 93.045 |
| Title XX, Social Service Block Grant              | 93.667 |

8. The threshold used for distinguishing between Type A and B programs was: \$300,000.
9. Grafton County Senior Citizens Council, Inc. qualified as a low-risk auditee.

**SECTION II – FINANCIAL STATEMENT FINDINGS**

No Matters Were Reported

**SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS**

No Matters Were Reported

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**SCHEDULE EXPENDITURES OF FEDERAL AWARDS**  
Year Ended September 30, 2014

| Federal Grantor/Pass-Through Grantor<br>Program or Cluster Title | Federal<br>CFDA # | Federal<br>Expenditures  |
|------------------------------------------------------------------|-------------------|--------------------------|
| <b>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>                |                   |                          |
| Passed through the NH Department of Health and Human Services    |                   |                          |
| AGING-CLUSTER                                                    |                   |                          |
| Title IIIB, Supportive Services and Senior Centers               | 93.044            | \$ 154,510               |
| Title IIIC, Nutrition Services                                   | 93.045            | <u>337,595</u>           |
|                                                                  |                   | 492,105                  |
| Title XX, Social Services Block Grant                            | 93.667            | <u>151,557</u>           |
| <b>Total US Department of Health and Human Services</b>          |                   | <u>643,662</u>           |
| <b>CORPORATION FOR NATIONAL AND COMMUNITY SERVICE</b>            |                   |                          |
| Title IIA, Retired Senior Volunteer Program (RSVP)               | 94.002            | <u>91,892</u>            |
| <b>US DEPARTMENT ON ADMINISTRATION OF AGING</b>                  |                   |                          |
| Passed through the NH Department of Health and Human Services    |                   |                          |
| Food Distribution                                                | 93.053            | <u>90,154</u>            |
| <b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>                      |                   | <u><u>\$ 825,708</u></u> |

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**  
**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
Year Ended September 30, 2014

**NOTE 1 – BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards includes the federal grant activity 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*. Therefore, some amounts presented in this schedule may differ from amounts presented in the financial statements.

**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.

**NOTE 3 – RECONCILIATION TO FINANCIAL STATEMENT AMOUNT**

The total expenditures of federal awards per the accompanying schedule of expenditures of federal awards reconcile to the "Statement of Activities as follows:

|                                                                                                                                  |                           |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Federal Funding Portion of Expenditures of Award Programs                                                                        | \$825,708                 |
| Non-Federal Funding Portion of Expenditures of Award Programs                                                                    | 1,351,798                 |
| Program Income Included in Determination of Program Expenditures<br>for Purposes of OMB Circular A-133 and Compliance Supplement | <u>(274,572)</u>          |
| Governmental Programs and Fees for Services                                                                                      | <u><u>\$1,902,934</u></u> |

**GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.**

**BOARD OF DIRECTORS**

**2014/2017**

| <b>Year/<br/>Committee</b>                                                                              | <b>Term</b>                                 | <b>Board Member</b>           | <b>Year/<br/>Committee</b>                                        | <b>Term</b>             | <b>Board Member</b> |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------------------|-------------------------------------------------------------------|-------------------------|---------------------|
|                                                                                                         |                                             | ↓                             |                                                                   |                         | ↓                   |
| 2015-2016<br>President                                                                                  | 3rd<br>2016                                 | James Varnum                  | Finance<br>Facilities<br>(co-chair)<br>Marketing &<br>Development | 2nd<br>2015             | Clark Griffiths     |
| 2014-2016<br>Vice<br>President<br>Governance<br>(chair)<br>Ad Hoc<br>Property<br>Utilization<br>(chair) | 1st<br>2015                                 | Patricia Brady                | Facilities<br>(co-chair)<br>Past<br>President<br>(2006-2010)      | 1st<br>2015             | Richard G. Jaeger   |
| 2013-2015<br>Treasurer<br>Finance<br>(chair)<br>Marketing &<br>development                              | 2 <sup>nd</sup><br>2016                     | Emily Sands, <b>Treasurer</b> | Personnel<br>(chair)<br>Facilities<br>Governance                  | 3rd<br>2015             | Jenny Littlewood    |
| 2014-2015<br>Secretary<br>Facilities<br>Ad Hoc<br>Property<br>Utilization<br>Governance                 | 1st<br>2015                                 | Larry Kelly                   | Personnel                                                         | 2nd<br>2016             | Mike McKinney       |
| Facilities                                                                                              | 1st<br>2016                                 | Ralph Akins                   | Finance                                                           | 2 <sup>nd</sup><br>2017 | Flora Meyer         |
| ServiceLink<br>PP & E<br>(chair)                                                                        | 1 <sup>st</sup><br>2016<br>(unexp.<br>term) | Chuck Engborg                 |                                                                   |                         |                     |



|                                        |                             |                                                         |                                                                    |                             |                                                                                                                                                                                                                                                          |
|----------------------------------------|-----------------------------|---------------------------------------------------------|--------------------------------------------------------------------|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PP&E<br><br>Marketing &<br>Development | 3rd<br><br>2016             | Molly Scheu                                             | Finance<br><br>Facilities<br><br>Ad hoc<br>property<br>utilization | 1 <sup>st</sup><br><br>2015 | Frank Thibodeau                                                                                                                                                                                                                                          |
| Governance                             | 2 <sup>nd</sup><br><br>2017 | Becky Smith, Executive<br>Director<br>Kendal at Hanover |                                                                    |                             |                                                                                                                                                                                                                                                          |
|                                        |                             |                                                         |                                                                    |                             | Roberta J. Berner<br>Executive Director<br>Grafton County Senior Citizens Council,<br>Inc.<br>10 Campbell St.<br>PO Box 433<br>Lebanon, NH 03766<br>603-448-4897 (work)<br>603-448-5831 (home)<br><a href="mailto:rberner@gcsc.org">rberner@gcsc.org</a> |

**ROBERTA J. BERNER**

## **Professional Experience**

**1999-                      Grafton County Senior Citizens Council                      Lebanon, NH**  
**Executive Director (2003- )**

- CEO of nonprofit organization that provides a wide range of community-based services for elders in Grafton County, NH: work directly with Board of Directors and Board committees; represent the agency regionally and statewide; primary spokesperson for agency; manage budget of \$3.5 million, staff of more than 100, volunteer force of 1,000; with the Board direct programmatic, personnel, financial, and other managerial directions and decisions.

**Director of Marketing and Development (1999-2003)**

- Responsible for all private fund development and public relations: capital campaigns, annual fund, grant research and development, market development, annual report, other publications, media liaison; worked closely with Board of Directors and Board committees

**1995-1998                      Middle Mississippi Girl Scout Council                      Jackson, MS**  
**Director of Fund Development and Public Relations**

- Responsible for all fund raising and public relations; worked closely with Board of Directors and conducted volunteer trainings

**1992-1994, 1988-1991                      Mississippi Forestry Association                      Jackson, MS**  
**Director of Communications**

- Produced quarterly four-color trade magazine; responsible for special projects including music video, media relations, grants development; worked with board committee

**1987-1998                      Other Professional Contracts & Positions                      Jackson, MS**

|                                |                                                    |
|--------------------------------|----------------------------------------------------|
| Fund Development Officer       | Foundation for the Mid South                       |
| Grants Development Coordinator | City of Jackson                                    |
| Instructor                     | Department of History, Hinds Community College     |
| Arts Education Coordinator     | Arts Alliance of Jackson & Hinds County            |
| Grants Writer                  | Tougaloo College, Planetarium, Jackson State Univ. |
| Editor                         | Mississippi Foundation for Public Broadcasting     |

**1985-1987                      Ohio Regional Association of Concert and Lecture Enterprises (Ohio Arts Presenters Network)                      Columbus, OH**  
**Executive Director**

- Chief executive of trade organization for presenters of the performing arts, artists, and arts-related agencies; affiliate of Ohio Arts Council

**1985-1987                      Other Professional Contracts                      Columbus, OH**

|                     |                            |
|---------------------|----------------------------|
| Publications Editor | Columbus Jewish Foundation |
|                     | Columbus Museum of Art     |

**1980-1984                      Minnesota Council on Foundations                      Minneapolis, MN**  
**Program Associate, Public Programs**

- Produced newspaper for private funders and nonprofit organizations in the Twin Cities; planned and executed grants workshops with Foundation Center staff; produced directory of Minnesota foundations

1978-1980      Minneapolis Federation for Jewish Service      Minneapolis, MN  
**Director of Public Relations**  
 • Supported annual \$10 million campaign with media relations, publications development, meeting planning

1974-1984      **Other Professional Contracts & Positions**      Minneapolis-St. Paul, MN  
 Public Information Officer      Sea Grant Program, University of Minnesota  
 Public Relations Writer      Cardiac Pacemakers, Inc.  
 Publications Editor      Enablers, Inc.  
 Instructor      Writing Lab, University of Minnesota  
 Reporter      Southside News  
 Teaching Assistant      American Studies, University of Minnesota

1970-1974      **Gainesville Sun**      Gainesville, FL  
**Reporter**  
 • Features writer, news reporter

### **Education**

M.A.      American Studies, University of Minnesota      1977  
 Admitted to doctoral program; concentration: social welfare history

B.A.      History, University of Florida      1974  
 Highest honors, departmental honors, Mortar Board, Danforth nominee

### **Professional Awards, Honors, Memberships**

2013      Grafton-Coos Regional Coordinating Committee for Community Transportation, Secretary-Treasurer  
 2013      Executive Committee, Upper Valley Public Health Advisory Council  
 2011      Named Alumnus of Notable Achievement, Univ. of Minnesota, College of Liberal Arts  
 2010      Faculty, Institute for Life-Long Learning at Dartmouth  
 2010, 2011      Faculty, Aging in America Conference (NCOA/ASA)  
 2009-present      Board of Directors, Kendal at Hanover; 2013-Chair, Governance Committee  
 2008-present      State Coordinating Committee for Community Transportation, NH  
 2006-2010      President, New Hampshire Coalition of Aging Services  
 2006-2008      Governor's Task Force on Community Transportation, NH  
 2007-present      Lebanon Rotary Club  
 2005-2006      Leadership New Hampshire  
 1998-2005      Lebanon Public Library Board of Trustees  
 2003-2005      CATV Board of Directors  
 2001-2003      Upper Valley Planned Giving Council, secretary  
 1995-1998      National Society of Fund-Raising Executives, board of directors, Mississippi chapter  
 1989, 1993      International Association of Business Communicators, Mississippi awards for best four-color magazine, best communications program  
 1979-1984      Women in Communications, Inc., Twin Cities Chapter award for best overall communications program, 1984  
                  President, 1982-83  
                  Officer and board member, 1979-1983  
 1979      National Council of Jewish Federations, outstanding newspaper award  
 1977, 1978      Minnesota Education Association awards for youth services newsletter

# Betsey L. Cheney

## OBJECTIVE

To work for a business that I can respect and where I am respected as a person; with leadership that expresses clear goals and rules; where I can use my abilities and experience to become an essential member of a smooth running team.

## EXPERIENCE

### **Finance**

#### **Director**

2009 – Current

### **Grafton County Senior Citizens Council, Inc., Lebanon, NH**

Responsibilities: Under the general direction of the Executive Director, oversees the accounting, budget, financial reporting and audit activities of the Grafton County Senior Citizens Council. Financial Software used: QuickBooks

1992-2009

### **Finance**

#### **Manager**

2005 – 2009

### **Vermont Public Transportation Association, White River Jct., VT**

Responsibilities: Oversee a modular fund accounting system covering a budget in excess of \$10 million subject to governmental audit standards. Perform all duties necessary from daily entries into subsidiary ledgers to analyze and provide monthly financial statements to the Board. Modules included Accounts Payable, Accounts Receivable, Payroll and General Ledger. Financial Software used: Microsoft Great Plains Dynamics. Coordinate and execute the closing of the current office with the current ongoing demands of business.

### **Medicaid Program Coordinator**

1997 – 2005

Responsibilities: Oversee the Medicaid Program. Research and compile data as requested by Executive Director, Board of Directors, and State Officials. Develop new software with computer consultant for reconciling and reporting statistical data in a progressive manner. Answer Medicaid/Reach Up questions from Brokers, drivers and clients. Seek approval from Medicaid for Client's out-of-state trips, and mediate conflicts between the aforementioned parties. Bill Ladies First Program for trips provided by Brokers, update statistical data and provide data needed for contract renegotiation. Reconcile month's end financial accounts in Accounts Receivable, Accounts Payable, and analyze financial data for Finance Manager as requested. Back up to Finance Manager. Financial Software used: Real World and Microsoft Great Plains Dynamics.

### **Medicaid Assistant**

1992 – 1997

Responsibilities: Reconcile Medicaid Remittance Advise from Electronic Data Systems (EDS) to each Broker's Program Reports and prepare documentation for payment. Bill Reach Up trips and assist in the payment process of bills as needed. Enter information and compile monthly statistical reports for billed Medicaid and Reach Up trips for Brokers. Maintain backup files for Medicaid/Reach Up Program.

### **Accounts Payable**

1988 – 1989

### **The Hitchcock Clinic, Hanover, NH**

Responsibilities: Match incoming invoices and purchase orders. Code and data entry of invoices for payment and general ledger distribution. Proof voucher printouts, issuance of checks, disbursement registers, and resolution of problems with patients and vendors.

## EDUCATION

Plymouth State College, Plymouth, N.H., B.S. Business Administration, Accounting, 1978

Lebanon College, Lebanon, N.H., Computer Certificate Program, 1992

**Alison H. Morgan**

**CAREER OBJECTIVE**

To continue in the field of Social Services preferably in administration.

**EXPERIENCE**

**ServiceLink of Grafton County**

**July, 2014 - Present**

Responsibilities include supervision of ServiceLink staff, grant writing, community outreach and education, collaboration with local and state agencies.

**Southern New Hampshire Services – Housing**

**May, 2013 – July, 2014**

Responsible for eligibility for independent senior housing, implementation of HUD and EIV regulations.

**State of New Hampshire – Head Start State Collaboration Office May, 2013 – October, 2013**

Contract position to research and analyze data on School Readiness and Family Engagement collected by the five New Hampshire Head Start programs and the Department of Education to determine outcomes in each area.

**Tri County Community Action Head Start**

**September, 1993 – May, 2013**

**2002 – 2013 Program Director**

Established and monitored program budget, grant writing, training for all staff and volunteers, on-going training and technical assistance to the CAP Board of Directors, creation and implementation of program goals, research and development of the Community Needs Assessment for the three Northern New Hampshire Counties, established policies and procedures for volunteers, created collaborative agreements with school departments and community agencies, interpretation and implementation of federal and state regulations, program design and management.

**1999 - 2002 Assistant Director**

Clinical supervision of Area Coordinators/Service Managers, established training for all staff based on identified needs and mandates, designed and implemented personnel appraisal process, monitored training budget.

**1994 – 1999 Family Services Manager/Area Coordinator**

Established and monitored social services delivery systems, provided training and technical assistance to Managers and staff, provided direct supervision to local site staff in all component areas (Education, Nutrition, Transportation, Health), established and monitored child abuse and neglect policies and procedures.

**1993 – 1994 Family Support Coordinator**

Recruitment and registration of children and families entering into the program, assisting families with on-going social service, health and nutrition needs, community advocacy and developing and working with volunteer parent groups.

RJB  
3-18-15

**Loon Mountain Corporation**

**November, 1991 – September, 1993**

Director, Children's Programs

Established and supervised programs for children 6 weeks to 12 years old.

**State of New Hampshire – Division for Children  
Youth and Families**

**June, 1983 – November, 1991**

Supervisor

Supervision of direct service workers and child protection workers in all areas of community networking and coordination of services to families, implementation of state and federal law, managed budgets and provided training on local and state levels.

**Nashua Children's Association, Nashua New Hampshire**

**September, 1982 – June, 1983**

Family Counselor

Provided direct services for families with children at risk of being placed out of the home, intake and referrals, established policies and procedures, developed monthly statistical reports for the Board of Directors.

**Youth Adult Council, Westport, Connecticut**

**August, 1981 – September, 1982**

Family Services Coordinator

Crisis counseling for youth under the age of 18 and their families, career counseling, job placements, design and implementation of educational and recreational programs, grant writing.

**EDUCATION**

University of Connecticut

Graduate School of Social Work – 16 credits

Southern Connecticut State University

BS – Accredited degree in Social Work with double minor in Child Psychology and Sociology. 1981  
Graduated with honors.

**HONORS and AWARDS**

Who's Who in American Colleges and Universities, 1981

Head Start Social Services Competency Based Panel Member, Washington, DC

New England Head Start Association – NH Director Representative 2006 – 2013

Treasurer 2008 - 2012

**COMMUNITY SERVICE**

Board of Director's Chairperson, Franconia Children's Center 1994 – 1997 and present

Vice Chairperson, Lafayette Regional School Parent's Association 2000 – 2004

Volunteer Coordinator, Profile Booster Club 2006 – 2010

Annual fundraiser volunteer for Franconia Food Pantry 2010 - present

RJB  
3-18-15

# DANIELLE M. DULAC

## EDUCATION:

### UNIVERSITY OF MASSACHUSETTS AMHERST

Bachelor of Arts, May 2011, GPA 3.5/4.0, Cum Laude

Major: Communication

Minor: Psychology

## COURSEWORK:

Social Psychology

Adolescent Psychology

Abnormal Psychology

Child Psychology

## EXPERIENCE:

Feb 15- Present

### SERVICELINK OF GRAFTON COUNTY Littleton, NH

Options Counselor

- Conducts needs assessments based on mental, physical, functional, cultural, financial, environmental and life goals of a client
- Assists clients by determining appropriate referrals for supportive services to meet their long-term care needs
- Provides information, referrals, and assistance through telephone, walk-in, or email intake

Nov 13-Feb 15

### ELDER SERVICES OF WORCESTER AREA, INC. Worcester, MA

Geriatric Support Services Coordinator

- Managed culturally diverse caseload of over 115 seniors enrolled in NaviCare Senior Care Options, a Medicaid Insurance
- Collaborated with an interdisciplinary team to determine plan of care based on the needs of the client and his/her support system
- Provided detailed documentation of all interactions between members, caregivers, service coordinators, and primary care team

Feb 13- Nov 13

### ELDER SERVICES OF WORCESTER AREA, INC. Worcester, MA

Case Manager

- Determined seniors' eligibility for in-home services based on assessed needs, frailty level, and state financial requirements
- Created consumer-driven, budgeted care plan according to consumer's unmet needs in order for client to remain barrier-free within the community
- Assessed over 85 clients on a quarterly basis and linked clients to appropriate community resources, such as food stamps, public housing, fuel assistance, and transportation services.

Apr 12- Jan 13

### ABC40/FOX6 BROADCAST NEWSTATION, Springfield, MA

News Videographer

- Interviewed subjects, shot compelling video with strong natural sound, and edited video to create a clear and concise story for television viewers
- Collaborated with reporters to create news packages and edited them under strict time constraints
- Responded quickly to breaking news

Sep 11- Apr 12

### ABC40/FOX6 BROADCAST NEWSTATION, Springfield, MA

Production Assistant

- Collaborated with producers and reporters to edit video quickly and accurately according to a news script
- Communicated with directors, news talent, and production assistants to broadcast a flawless live newscast
- Worked under strict deadlines

## COMPUTER SKILLS:

SAMS, TruCare, Microsoft Office, Shortel, Outlook, Internet Explorer,

## ACTIVITIES:

Card Making, Organization, Travel, Hiking, Animals

RJB  
2/10/15

## **Jane Conklin**

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                             |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <b>Education:</b>               | <b>Masters in Social Work - Univ. of Connecticut</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>1994</b>                 |
|                                 | <b>Certificate in Aging Studies - Univ. of Minnesota</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>1982</b>                 |
|                                 | <b>B.A. Macalester College, St. Paul, MN</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>1974</b>                 |
| <b>Additional Training:</b>     | <b>AIRS-A Certification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>2007</b>                 |
|                                 | <b>Academy of Certified Social Workers (ACSW)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>1999</b>                 |
|                                 | <b>Person Centered Practice Training</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>2013</b>                 |
|                                 | <b>Methods, Models, Tools/Person Centered Planning</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>2009</b>                 |
|                                 | <b>Powerful Tools for Caregivers Facilitator</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>2008</b>                 |
|                                 | <b>SHIP Counselor Certification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>since 2007</b>           |
|                                 | <b>Social Role Valorization</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>1994</b>                 |
| <b>Professional Experience:</b> | <b>Long Term Support Counselor</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>July 2006 to present</b> |
|                                 | Service Link of Grafton County<br>Aging and Disability Resource Center<br>Lebanon, NH 03766                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                             |
|                                 | <b>Service Coordinator</b> September 1994 to July 1, 2005<br>United Developmental Services, Lebanon, NH<br>Coordinated services for adolescents and young adults including: <ul style="list-style-type: none"><li>• Benefits planning for participants.</li><li>• Facilitation and monitoring of service agreements</li><li>• Locating needed resources</li><li>• Assisting families to develop and file guardianship petitions</li><li>• Coordinating services with schools, mental health agencies, medical providers</li><li>• Assisting to develop transition plans for students preparing to leave high school.</li></ul> Experience with personal futures planning processes including PATH, MAPS.<br>Provide emotional support to parents of children with disabilities. |                             |
|                                 | <b>Senior Center Director</b> 1985 - 1992<br>Grafton County Senior Citizens Council, Lebanon, NH<br>Responsible for day-to-day operations of a multi-purpose Sr. Center. Managed budget of \$350,000. Recruited, hired, and supervised 11 staff members.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                             |



Jane Conklin  
Resume

**Professional  
Experience:**

**Activities Director** 1980 - 1982  
**Activities Assistant** 1977 - 1980  
Golden Age Nursing Home, Roseville, MN

**Activities Assistant** 1976 - 1977  
Midway Manor Nursing Home, St. Paul, MN

**Teacher Aide** 1975 - 1976  
Riverside Behavior Learning Center

**Social Work  
Intern  
Experience:**

**Intern - Riverside Industries, Easthampton, MA** 1993 - 1994  
Implemented agency strategic planning initiative. Coordinated Board of Directors Service Committee meetings. Assisted in development of consumer satisfaction questionnaire. Co-facilitated group discussion on topic of "Aging."

**Program Coordinator - YWCA, Northampton, MA** 6/93 - 8/93  
Assisted in the re-organization of the Transitional Living Program for battered women. Coordinated housing, childcare and transportation for participants.

**Intern - YWCA, Northampton, MA** 1992 - 1993  
Developed a Tutor - Mentor program to provide educational assistance to teens and battered women. Recruited and trained volunteers. Assisted in preparing grant proposals.

**Volunteer  
Experience:**

**Sunday School Teacher** - 1996 - present  
**Nanny for two children - England** 1982 - 1985

**Professional  
Affiliation:**

National Association of Social Workers (NASW)  
National Association of Christians in Social Work (NACSW)

Shand Wentworth, LICSW

EXPERIENCE:

July 2011 – Present

Long Term Support Counselor, ServiceLink of Grafton County

Long term care supports, assessment and counseling provided to older and disabled adults and their caregivers. Caregiver support group facilitation and Powerful Tools for Caregivers certified class leader.

July 2007 – July 2011

Military Family Life Consultant, Healthnet, Inc. (Cordova, CA)

I provide short term, resolution focused consultation to military members and their families throughout the State of New Hampshire. I provide psycho educational presentations to help personnel and family members better understand and adjust to the military lifestyle. I perform community capacity building services to increase services in the communities in which National Guard and Reserve members live. I am a member of the Educational Outreach program which provides workshops for educational personnel to promote a better understanding of the cycles military children and their families go through in service to their Country. I report, in a timely fashion, on the work I do. I work collaboratively with all branches of the military, community resources and mental health providers to help build a support system for remote and geographically disbursed military members and their families.

September 2001 - July 2007

Clinical Social Worker, Private Practice (Littleton, NH)

I specialized in psychotherapy with children, adolescents, families and adults. I established the practice, was responsible for the accurate billing of clients and insurance companies, the posting of payments and filing of written records. I was responsible for HIPPA compliance and fiscal guidelines. I conducted biopsychosocial assessments and formulated DSM diagnoses. I consulted and collaborated with schools, physicians, psychiatrists, psychologists, and other human service agencies.

EXPERIENCE CONTINUED:

September 2001 - April 2005

Clinical Social Worker, NH Catholic Charities (Littleton, NH)

Working part time, I provided psychotherapy for adults, adolescents, children, couples and families in a remote agency setting. I was responsible for screening referrals for agency appropriateness, conducting assessments, completing intakes, providing psychotherapy, triaging cases, and networking with other agencies in the area.

May 1999 - September 2001

Clinical Coordinator for NFI North, Inc. (Jefferson, NH)

I provided individual and family counseling, designed, coordinated and implemented groups for adolescents and families; assessed suicidality, substance use, and mental status; assisted in the interview, intake and placement of referred youth; developed individual service plans in concert with the treatment team; participated in crisis intervention, the on-call system, and administrative team. I consulted with individual counselors, psychiatrists, and medical doctors to arrange for psychological/neurological testing, formal substance abuse assessments and medication evaluations. I provided clinical supervision to staff and directly supervised two family service workers. I completed all paperwork in a thorough and timely manner. I was certified in a train the trainer program for counseling and group skills.

Prior to May 1999 I completed two years of internships, one with NH Catholic Charities and one with White Mountain Mental Health, while I was in graduate school.

EDUCATION

2011 - UNH Manchester, NH

Certificate in Child and Adolescent Coaching

6 of 18 Credits accomplished

2001 - 2002 Boston University, Boston, MA

Advanced Certificate in Child and Adolescent Psychotherapy

1996 - 1999

Master of Social Work

Boston University, Boston, MA

1993 - 1995

Bachelor of Science

Springfield College, Springfield, MA

Shand Wentworth  
Resume Page 3

#### Additional Educational Acquisitions

Airs Certified October 3, 2012

Methods, Models and Tools: Person Centered Planning Facilitation Training  
30 Category 1 Continuing Education Credits  
May 24, 25, 31, 2012 and June 1 & 4, 2012

Third Annual Jeanne Anderson Alzheimer's Conference  
6 Category I Continuing Education Credit  
October 13, 2012

Initial Training on Addiction  
6 Category 1 Continuing Education Credits  
August 15, 2012

Families and Addiction  
3 Category 1 Continuing Education Credits  
August 16, 2012

Elder Abuse and Self-Neglect; Bridging Ethical Dilemmas  
6 Category 1 Continuing Education Credits  
April 19, 2012

Ongoing Collaborative Consultation 3 hours a month.

# **Tammy Hines**

**Objective:** To Obtain a secure position with a company where I can utilize my work experience and abilities.

## **Summary of Qualifications**

Excellent customer service skills  
Proven Leadership abilities  
Accurate and detail orientated  
Quick learner, organized and dependable

### **Information and Referral Specialist      01/12 to present** **ServiceLink, Littleton NH**

Counseling clients and giving appropriate referrals for services needed.  
Medicare and Medigap counseling. Outreach and demonstration of Assistive Technology equipment.  
Certification for AIRS and State Health Insurance Counseling.

### **Team Leader/ Billing Specialist      5/98 to 10/11** **Garnet Hill Inc, Franconia NH**

Duties included: Training employees and implementing new procedures.  
Follow up finesse sessions. Order maintenance. Billing Specialist. Process International orders. Approval and creation of Designer Applications.

### **Boxing Set up/ Material Handler      10/93 to 5/98** **Framatone Connectors, Littleton NH**

Operation of computer generated label management system. Set up and operation of color code machines. Boxing various electrical components to blueprint specifications. Training and set up of computerized engraver.  
Safety action committee.

**Computer/ Customer Service Manager**  
**Hilson Home Center, Keene NH**

**5/89 to 7/93**

Inventory Control. Coordination of yearly inventory. Daily processing of sales and various reports. Computer maintenance, cashier supervisor. Cash reconciliation and deposits. Maintained employee fund.

**Assistant Manager**  
**The Toy Works, Keene NH**

**4/88-5/89**

Opened and closed the store, cash reconciliation, Bank deposits, sales reports. Supervision of store personnel. Customer service. Unloading trucks, stocking shelves and merchandising.

**Inspector, CNC Machinist**  
**MPB Corporation, Keene, NH**

**4/85-4/88**

Set up and operation of Tsugami CNC's with Fanuc controls. Maintained tolerances to print. Use of various gages, calipers, micrometers and microscopic inspection of products.

**Education:** Keene High School. General studies. Keene NH

## RESUME

Frances E. Olson

### Education:

BSW from the College of St. Catherine. Completed the American Red Cross HHA/CNA program on 12/19/1996.  
Licensed Nursing Administrator. 1989. CPR certified 3/27/01. Certified as a CIRS-A counselor

### Professional Experience:

Outreach Worker/Caregiver Specialist 10/2004 to present  
Newfound Area Senior Center  
Bristol, NH 03222

Part-time Hospice Social Worker  
Pemi-Baker Home Care Nursing Agency  
15 months between 2005-2006  
Plymouth, NH 0326

Nursing Home Administrator 3/2004 to 7/2004  
Charlesgate Manor Convalescent Home  
Watertown, Mass

Social Worker 9/2001 to 3/2004  
Newfound Area Nursing Agency  
Bristol, NH 03222

Nursing Home Administrator 1989 to June-2004  
Charlesgate Manor Convalescent Home  
590 Main St  
Watertown, Mass 02472

Director of Social Service: 1982 to 1989  
Charlesgate Manor Convalescent Home  
590 Main St.

Watertown, Mass. 02472  
Social Worker: 1980-1982  
Emerson Convalescent Home  
34 Coolidge Hill Rd.  
Watertown, Mass. 02472

Homemaker/Health Aide: 1976-1978 Supervisor of Program 1978-1980  
Concord Family Service Home Health Care  
Concord Ma. 01734

CNA 1982. I have a N.H. CNA license. I have volunteered at Cooperative Elder Services Adult Day Care Center and worked as a Nursing Assistant at my Nursing Home and Bullock Lawton Nursing Services doing Home Health Care.

### Memberships:

Newfound Area Senior Center Advisory Board  
CIRS-A counselor Since 2009  
PEO-Philanthropic Educational Organization

### EMPLOYMENT:

Present: Grafton County Senior Citizen's Council  
Caregiver Specialist, and Outreach Worker for Grafton County and  
Service Link. Position held since 10/15/04

## MARY BETH DONOHUE

### EXPERIENCE

- 10/2009 – Present      **ServiceLink of Grafton County:** SHIP/SMP and MIPPA  
Outreach Specialist; I&R Specialist, SHIP Certified
- 2006-2008      **Lancaster National Bank:** Consumer and Commercial Loan  
Officer/Payroll Clerk
- Responsible for assisting consumer, mortgage and commercial customers in their preparation of a loan application
  - Qualifying and preparing all documents required for approval of each type of loan
  - Ordering of appraisals, legal and flood insurance for the closing process
  - Preparation of closing and disbursement documents for new loans
  - Responsible for bank loan portfolio collections
  - Oversaw construction loans and disbursements
  - Interfaced with payroll company to ensure accurate pay for branch employees
  - Maintained local employee time worked and time-off records
- 1998-2006      **Connecticut River Bank:** Personal Banker/Lender
- Customer Service assistance
  - Opened accounts, sold and audited traveler's checks, savings bonds and cash advances
  - Assisted head teller with all monies shipped and received and the daily balancing of the vault
  - Personal assistant to the Mortgage Loan Officer
  - Took application, qualified, prepared loan documents and closed all types of installment and home equity loans
- 1994-1998      **Foxboro Savings Bank:** Branch Manager
- Responsible for five employees in a fast-paced banking environment
  - Provided and maintained staff development, evaluated performance and provided counseling and guidance when warranted. Prepared a wide variety of reports on a monthly basis



- Maintained the master vault and ensured cash limits were in compliance with existing security policy

**Loan Officer:**

Took applications, qualified, prepared loan documents and closed all types of installment and Home Equity Loans

**Professional Training:**

- Experienced in Microsoft Office Professional, including Word and Excel
- Certified Teller Certificate, CRB
- Supervisor Certificate, CRB
- Bank Security, CRB
- Laws in Banking, CRB
- IRA Training, NNECFT
- Fair Lending, CRB
- Consumer Lending, CRB
- Construction Home Compliance, NH Bankers
- Understanding Tax Returns, NH Bankers
- SHIP Certified

CAROL W. DUSTIN

**EDUCATION:** University of Connecticut School of Social Work  
Master of Social Work Degree, August 1982  
Groupwork - Major, Casework - Minor  
Field of Emphasis: Aging

University of New Hampshire  
Bachelor of Science in Social Work, September 1977

**PROFESSIONAL  
EXPERIENCE:**

**Caregiver Specialist:** Transitions in Caregiving Program, Grafton County Service Link

- AIRS-Aging Certified
- Provide assessment of caregiving families, develop plan of care, assist with implementation of services
- Educate caregivers and providers regarding available services
- Assembles and reports data on caregiving families

**Social Worker,** Grafton County Senior Citizens Council/Mascoma Area Senior Center

- Provide basic social services within a multipurpose senior center to older and disabled residents of five rural communities
- Address issues which have potential to compromise independent living
- Provide information/assistance, crisis intervention to older people and families
- Serve as advocate in behalf of older, disabled adults
- Provide supervision to 7 social workers serving older/disabled adults

**Executive Director,** Grafton County Senior Citizens Council, Inc., Lebanon, NH  
September 1984 to April 2003

- Serve as chief administrative officer for agency providing a variety of services to older adults residing in thirty nine communities in Grafton County
- Supervise staff of eighty-four and volunteer component of 753 individuals at eight locations throughout the County
- Direct all agency financial operations, develop grant proposals for a variety of funding sources, initiate capital fund raising efforts, annual membership drive
- Initiate collaborative efforts with other agencies for the purpose of increasing the accessibility of services within a community based long-term care system
- Direct planning, evaluation, policy development and public relations efforts
- Provide oversight for maintenance of agency properties
- Report to Board of Directors, serve as staff liaison to committees of the Board

**Interim Executive Director,** White River Council on Aging, White River Junction, Vermont  
October 1983 to July 1984

- Administered aging program, which included two multi-purpose senior centers providing services to eight communities
- Supervised staff of eighteen, supplemented by over one hundred volunteers
- Responsible for financial management, budget preparation, development of grant proposals
- Conducted public relations, planning, evaluation efforts
- Responsible for management of consignment crafts shop
- Reported to Board of Directors, Advisory Council

**Social Worker,** White River Council on Aging, White River Junction, Vermont

July 1977 to September 1984

- Developed social service component which now employs three workers and provide crisis intervention, casework, outreach, advocacy, community education, case management
- Developed system of peer review, now being utilized in aging programs throughout Vermont
- Assisted in development of community based long term care program for frail elders
- Supervised staff and volunteers
- Edited monthly newsletter designed to educate and inform older people

**Social Work Intern**, Veterans Administration Medical Center, White River Junction, Vermont  
May to September 1982

- Functioned as a medical social worker on all hospital services
- Assumed responsibility for provision of social services for large section of oncology unit
- Assisted patients and families with challenge of coping with life threatening illness, physical disability, role changes
- Responsible for discharge planning, arranging follow-up care
- Functioned as member of multi-disciplinary team

**Homemaker/Home Health Aide**, Lebanon Area Health Council, Lebanon, NH  
March 1976 to June 1977

- Worked with frail elderly and with young families in crisis to provide supportive in-home care
- Taught parenting skills to young mothers
- Worked with disabled children and their families
- Promoted and facilitated interaction between people and needed resources

**Community Education Director**, Planned Parenthood of the Upper Valley, Lebanon, NH  
February 1974 to January 1976

- Developed and coordinate a referral system responsive to needs of agency clients
- Developed and coordinate a hospital based contraceptive counseling program for new parents
- Trained and supervised clinic educators
- Provided educational opportunities for volunteers and staff
- Presented programs on family planning and related topics to school and community groups
- Interviewed clinic patients; provide follow up services
- Responsible for problem pregnancy and contraceptive counseling

**PROFESSIONAL  
AFFILIATIONS:**

Academy of Certified Social Workers (ACSW) 1984 to present  
National Association of Social Workers  
NH Association of Aging and Nutrition Services - Past President  
NH Association of Senior Centers - Incorporator  
Engaging New Hampshire - Board Member

**OTHER:**

VNA & Hospice of NH/VT, hospice volunteer, past hospice board member, incorporator  
City of Lebanon - past Master Plan Steering Committee  
National Leadership Institute on Aging - Alumna  
City of Lebanon - past Planning Board Member; Historic Preservation Committee, Fountain

**Committee**

United Way of the Upper Valley, past Campaign Steering Committee, Equity Committee  
Lebanon Rotary Club, past chair Vocational and Community Services Committee

Lebanon Democratic Committee, secretary

Lebanon City Council, member

**Employment** [September 2005- current] Grafton County ServiceLink Resource Center Lebanon, NH  
 Coordinate Medicare training and education to Grafton County SHIP volunteers. Implement and present public and media events on an ongoing basis. Educate and assist Medicare beneficiaries with benefit options and selection. Provide information and referrals to consumers and team members. Maintain accurate client contact records and keep database resources up to date. Compile quarterly reports. Assist with program operations as requested by the ServiceLink Resource Center Manager.

- *Health Insurance MarketPlace Assistor* – 10/2010-current
- *Medicare (SHIP) Coordinator* -05/2006 -06/2013
- *Medicare (SHIP) Certification* – 05/2006-current
- *CRS-AIRS Certification* - current to 10/5/2014

[1996-2001] MB Management Co. Boston, MA

- **Resident Coordinator**

Social Service provider for Sugar River Mills, a 62 unit subsidized housing development in Claremont, NH. This position required working with senior citizens and young families in a variety of situations.

[1991-1994] Brookside Nursing Home White River Jct., VT

- **Director, Social Service**

Admissions Coordinator in a 67-bed nursing facility. Provided counseling and direction for clients and families. Implemented in-house ethics committee and support group for family members. Interface with other department heads and nursing home personnel.

[1989-1991] Brookside Nursing Home White River Jct., VT

- **Charge Nurse/Certified Nurse Aid Instructor**

Charge Nurse position on skilled and intermediate units requiring management of staff and resident care. Certified by state of VT to teach and certify nurse aids.

[1989-1991] McLaughry Associates Inc. Hanover, NH

- **Real Estate Associate**

Licensed in New Hampshire and Vermont for residential sales of real estate. Assisted clients through buying process; prequalified for bank loans; served as intermediary with bankers, lawyers and tax assessors.

[1986-1989] Dickinson & Son Inc. Hanover, NH

- **Office Coordinator, Bookkeeper**

Coordinated scheduling and work prioritization for 6 plumbers. Managed accounts payable, accounts receivable, payroll and debt collection.

[1975-1986] Dartmouth-Hitchcock Medical Center Hanover, NH

- **Staff Nurse**

Performed staff nurse duties on medical/surgical and oncology units.

**Education** NH Vocational/Technical College Claremont, NH

- **Nursing Diploma**  
 Lebanon College
- **Bookkeeping & Accounting**

**Christine Tschummi, M.A.**

**PROFESSIONAL EXPERIENCE**

**2013- Present**

**Vermont Health Connect**

**Certified Application Counselor - CAC Assister**

Attended VT. Health Connect's two day training on Vermont's health care exchange under the Affordable Care Act (ACA). Reviewed Vermont's 2014 health plans, health plan eligibility, rules and regulations. Will assist and educate persons in Vermont who need help in understanding and choosing a health plan. Certified by VT. Health Connect as a Certified Application Counselor.

**Vermont SHIP -Southeast Council On Aging-Senior Solutions, Springfield, VT**

**Vermont SHIP Volunteer Counselor**

**Senior Medicare Patrol Counselor (Medicare Fraud)**

Counseled Medicare beneficiaries on Medicare, Long-Term Care and Medicare fraud living in Windsor and Windham Counties. Educated beneficiaries on how Medicare works with Medicaid, employer and retiree benefits, state and federal benefits and private insurance health plans. Provided community presentations on VT. SHIP, Medicare Senior Patrol and Medicare Parts A,B,C &D.

**2006-2012**

**Self-Help for the Elderly, HICAP Program, San Mateo, CA**

**HICAP Program Appeal Specialist and Volunteer Coordinator**

Provided one to one counseling on Medicare and Long-Term Care to Medicare beneficiaries and their families to over 160,000 living in San Mateo County. Provided Medicare expertise to HICAP counselors and staff on how Medicare works with Medi-Cal, employer and retiree health care plans, government and private insurance health plans. Gave over 50 community presentations on HICAP, Medicare, Long-Term Care and Long-Term Care Insurance. Provided Medicare appeal assistance to Medicare beneficiaries for services denied by Medicare. Over \$500,000 of appealed claims were later approved by Medicare. Recruited, trained and supervised over 25 HICAP volunteer counselors. Certified by the California Department of Aging as a HICAP Counselor, HICAP Community Educator, Long-Term Care Insurance Counselor and Long-Term Care Community Educator.

**2002-2006**

**Senior Advocacy Services, Santa Rosa, CA**

**Program Manager, North Bay HICAP**

Managed the Health Insurance Counseling and Advocacy Program (HICAP) administered by the California Department of Aging (CDA) for 200,000 Medicare beneficiaries within six counties: Lake, Marin, Mendocino, Napa, Solano and Sonoma. Provided information and counseling on Medicare and long-term care insurance to Medicare beneficiaries and their families. Gave over 100

## **PROFESSIONAL EXPERIENCE**

presentation's within six counties to agencies providing services to the elderly and persons with disabilities. Recruited, trained and supervised a staff of seven and 30 volunteer counselors.

### **Ombudsman Program, Long-Term Care Ombudsman**

Responsible for investigating complaints and problems associated with the elderly and disabled residing in residential care facilities for the elderly (RCFE's) and skilled nursing facilities (SNF) within Sonoma County as mandated by the provisions within the Older Americans Act (OAA).

### **1999-2001**

**United Seniors Health Council at the National Council on Aging (NCOA), Washington, D.C.**

#### **Long-Term Care Consultant**

Updated three publications on long-term care published by USHC: "Long-Term Care Planning: A Dollar and Sense Guide", "Long-Term Care Insurance: A Professional's Guide to Selecting Policies" and "Home Care For Older People: A Consumer's Guide". Provided information and counseling on Medicare and long-term care insurance policies to consumers.

### **1998-1999**

**GE Financial Assurance, Claims Department, San Rafael, CA**

#### **Long-Term Care Insurance Benefit Analyst**

Provided long-term care insurance information and explanation of benefits to customers and their family members. Assessed Activities of Daily Living (ADLs) losses, investigated and adjudicated home care, adult day health care, assisted living and nursing home benefit claims for six states. Reviewed nursing assessments, plan of care (POC) and ongoing nursing notes to determine eligibility for services.

### **1994-1998**

**San Francisco State University, Gerontology Program, San Francisco, CA**

#### **Research Associate**

Assisted principal investigators on three projects: NIAAA and NIH research study on "Alcohol Use Among the Aged in Age-Segregated and Age-Integrated Housing". Researched long-term care issues, resources, grant and funding sources for LTC Administration Program. Conducted health and social assessment interviews in San Mateo County for the Chronic Care Management Project at Mills-Peninsula Hospital.

### **1992-1998**

**Private consulting business, Cobb, CA**

#### **Aging Care Consultant**

Assessed, evaluated and counseled clients and their families regarding their long-term care needs. Provided ongoing case management and information and referral on aging services.

### **1990-1991**

**International Health Specialists, Newton, MA.**

#### **Home Care Coordinator**

Coordinated home care services for eight neighborhoods within the city of Boston. Counseled, hired and evaluated employees and assessed all clients.

## **PROFESSIONAL EXPERIENCE**

**1987-1989**

**Cedars Sinai Medical Center, Home Health Dept, Los Angeles, CA.**

### **Lifeline Program Director**

Managed administrative and community relations activities of the Lifeline program an emergency response system for the aged and disabled. Educated all clients regarding the use of the Lifeline equipment. Gave community presentations on Lifeline to agencies working with the aged and disabled in the city of Los Angeles. Prepared fiscal year personnel and program budget reports as needed.

**1984-1987**

**St. Mary's Medical Center, Home Health Dept. Long Beach, CA.**

### **Director of Homemaker Services**

Developed private pay Homemaker Services Program and its policies and procedures. Assessed all clients for appropriateness of homemaker services. Developed and coordinated care plans with St. Mary's Medicare Certified Home Health and Hospice Programs. Prepared monthly, quarterly and yearly financial reports.

## **SPECIAL RECOGNITION**

**White House Conference on Aging - Issue Expert - Washington, D. C.** Appointed as an issue expert to delegates attending the Issue Resolution Development Session on Consumer choice, decision making and promoting independence in 1995.

**AARP Andrus Foundation Intern at NCOA - Washington, D. C**

Selected nationally for graduate internship at The National Council On the Aging funded by the American Association of Retired Persons Andrus Foundation in fall 1995. Advocated for older Americans at Congressional hearings, forums and rallies on Medicare, Medicaid, Social Security and the Nursing Home Reform Act (OBRA 87).

## **EDUCATION**

**Master of Arts - Gerontology and Long-Term Care Administration**  
San Francisco State University, San Francisco, CA.

**Administrator-In-Training (AIT) internship**

John Evans, NHA, Preceptor and Administrator Guardian at Smith Ranch, San Rafael, CA.

**Bachelor of Science - Family Economics & Management**

University of Connecticut, Storrs, CT.

## **PROFESSIONAL LICENSES**

Dementia Care Specialist Certification, Alzheimer's Association

State of California RCFE Administrator Certificate # 5518864740 (currently not active)

State of California Nursing Home Administrator License # 6091 (currently not active)

**REFERENCES AVAILABLE UPON REQUEST**

## JOYCE (JODD) M. AUSTIN

---

### SUMMARY

Over thirty years past experience in customer service related work and currently thirteen years as a volunteer in areas directly related to serving the aging population. I have a strong commitment to a job well done, am well organized, attentive to detail and a team player.

### EDUCATION

Completion of 33 units of credit at City College of San Francisco, California

### CURRENT VOLUNTEER WORK AND ACTIVITIES

- Volunteer for both ServiceLink of Grafton and the Dartmouth-Hitchcock Aging Resource Center weekly.
- Serve on the Advisory Boards of both the Upper Valley Senior Center and ServiceLink of Grafton and participate in the United Valley Interfaith Project.
- Volunteer as a photographer for several non-profit organizations in Lebanon including Grafton County Senior Citizen's Council.
- 2012 Graduate of the New Hampshire Leadership class and 2013 recipient of the Vaughn Award for volunteerism from NH Governor Hassen and the 2013 Micah Heroes Award presented by the United Valley Interfaith Project for continued advocacy work on behalf of the needs of the elder.

### PAST WORK HISTORY

- |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2004-2007<br>Thru<br>The National<br>Able Program | <i>ServiceLink Resource Center of Grafton</i><br>"Program Assistant"<br>10 Campbell Street<br>Lebanon, NH 03766<br>603/448-5321<br>Database entries, greet clients, assist with phones, type documents using both Microsoft Office and Excel, help design flyers and brochures, and assist the Program Director when needed. Have attended various meetings and conferences throughout the state to learn more about serving seniors and disabled in our community and have helped the Program Director with the ServiceLink display at the Dartmouth-Hitchcock November Health Fair for two years in a row. |
| 1990-1997                                         | <i>Hemming Morse Inc., San Francisco, California</i><br>"Director of First Impressions"<br>Greeted and assisted clients, maintained conference room schedules, assisted with correspondence, client billings, and expense reports when needed. Needed to be aware of the whereabouts of a staff of 50, their client's appointments and personal needs.                                                                                                                                                                                                                                                       |
| 1987-1990                                         | <i>First Interstate Bank, San Francisco, California</i><br>"Centrex Console Operator I"<br>Answered and directed incoming calls to a staff of 300. Assisted employees with network and conference calls, reported and followed up on technical network problems and help with departmental typing as needed. The department was relocated to Los Angeles and I did not want to move there.                                                                                                                                                                                                                   |
| 1968-1987                                         | <i>Barclays Bank (formerly California Canadian Bank), San Francisco, California</i><br>Numerous positions through-out this 19 year time period including: "ATM Support Representative, A.C.H. Service Representative, Safe Deposit Custodian, Certificate Of Deposit Clerk, Telex Operator and Receptionist/Switchboard Operator". Cross-trained in various bank positions until several merges and acquisitions in the banking industry eliminated my position.                                                                                                                                             |



### **CAREER OBJECTIVE**

I am dedicated to fostering a love of learning and life in school age children through enthusiastic and dynamic teaching.

### **EDUCATION AND TRAINING**

- Providence College in Providence, Rhode Island-B.A./B.S. in Economics and Psychology 1990
- Upper Valley Teacher Institute in Lebanon, New Hampshire-Teacher Certification Kindergarten through eighth grade 2007
  - Seminars totaling 200 Hours dealing with Foundations of Education, Human Development, Curriculum and Instructions, Special Education, School Law, and Technology in the classroom.
  - Portfolio of products, materials, and evidence of meeting competency.
  - Independent Study including journaling, reading, classroom observation and the development of curriculum, lesson plans, and instructional units.
  - Collaborative Learning through Kaleidoscope Group of colleagues, meetings with mentor teacher, faculty meetings, Educational Support Team meetings, and three-way conferences with mentor and supervisor.
- Plymouth State University in Plymouth, New Hampshire- Working on Masters of Education Presently one course away from earning

### **HONORS**

- Cum Laude Honors from Providence College
- Praxis: ETS Recognition of Excellence in Elementary Education: Content Knowledge March 2007

### **TEACHING**

- Newbury Elementary School- 4<sup>th</sup> Grade in Newbury, Vermont 2006
- Samuel Morey Elementary School- 3<sup>rd</sup> Grade in Fairlee, Vermont 2007
- Lyme Nursery School- in Lyme, New Hampshire 2007-2008
- Monroe Elementary School- Preschool and 5<sup>th</sup> -8<sup>th</sup> Grades in Monroe, New Hampshire 2008-2009
- Warren Village School- Preschool Teacher 2012- present

### **SOCIAL WORK/ OUTREACH WORK**

- Horse Meadow Senior Center-North Haverhill, NH 2009-present
- Service Link NH SHIP Counselor-North Haverhill, NH 2009-present

## **EXPERIENCE**

- Developed a practice of using proactive and preventative measures to maintain a positive and safe learning environment
- Identified goals, objectives, and standards to guide planning
- Used formal and informal assessment strategies to make on-going instructional decisions and to inform future instruction
- Established and used pre- and post- assessments that measured levels of achievement and encouraged student self-evaluation
- Provided meaningful and timely feedback to students and developed organized record keeping
- Promoted student critical thinking through effective questioning and group discussion
- Participated in three-way conferences with parents, student, and teacher
- Show an understanding of individual differences and the cultural and learning diversity of students
- Used a variety of teaching methods, materials, techniques, and technologies to meet the learning needs of all students
- Facilitated individual and group projects
- Chose strategies that help students grow in self-discipline, self-motivation, and the ability to make sound personal and ethical judgments
- Gave clear directions and presented material in logical and developmentally appropriate manner

## **EXTRACURRICULAR**

- Vermont Institute of Natural Science- Environmental Learning for the Future Educator (VINS-ELF Program Educator/Four Winds)
- Piermont Public Library Summer Program Educator for Elementary School
- Outdoor Education Chaperon for Oxbow High School Freshmen class Environmental Science Course including several mountain hikes, a canoe trip, and a several day long camping and hiking trip to Acadia National Park in Maine
- Life Skills Educator at Becket School in Pike, New Hampshire
- Snowboarding Instructor for Piermont Village School's Ski Program
- Piermont Public Library Read-Aloud Facilitator
- Weekly Read-Aloud at Piermont Village School in the Kindergarten-Second Grade Classrooms
- Chaperon and Fund-raiser for two different week long trips with the Piermont Village School's seventh and eighth grade classes to Washington D.C.
- Home Schooling Teacher of Grades Kindergarten-seven
- Vermont Professional Development Network Meeting in Literacy
- Staff Development for Educators Conference 2007, 2013
- CPR and First Aid Certification 2012
- Outdoor Escapes Hikes, Snowshoeing, and Cross-Country Skiing in the Winter 2007 and 2008
- Vermont Fish and Wildlife for Educators-Masters course in the Summer 2007
- Quilting, knitting, exercising, nutrition, cooking, and gardening

# Katherine Scoppettone

## EDUCATION & CERTIFICATIONS

- *Mental Health First Aid Certification - 2013*
- *Methods Models and Tools for Person-Centered Planning - 2013*
- *NH SHIP Certification - 2006- present*
- *Certified Information and Referral Specialist - 2002*
- *Hotline Crisis Counseling Volunteer Training, Headrest, Lebanon, NH 1993-present*
- *M.Ed., Counselor Education/NH Certification, Plymouth State College of the University System of New Hampshire 1993*
- *Behavioral Science Course, University of Connecticut, West Hartford, CT 1982*
- *Certification in Remotivation Course for the Elderly, New Hampshire Hospital, Concord, NH 1979.*
- *B.A., Psychology, Keene State College, Keene, NH 1979.*
- *Hospice Training, Bellows Falls, VT 1979*
- *RN Program - one semester, Massachusetts Bay Community College, Watertown, MA 1975*
- *Nurse's Aide Certification, States of Massachusetts and New Hampshire 1975*

## EMPLOYMENT HISTORY

### ***Outreach Worker, Grafton County Senior Citizens Council, Lebanon, NH 2005-present***

- *Outreach, assessment, care management, advocacy and counseling for seniors and the disabled*

### ***Middle School Guidance Counselor, Sunapee Middle High School, Sunapee, NH 2001-2004***

- *individual and small group counseling*
- *504 case manager*
- *liason between teachers, parents and students*
- *teach social skills*

### ***Hotline Crisis Counselor, Headrest, Lebanon, NH 1996-present***

- *counsels callers, lodgers and walk-in clients who present in crisis*
- *provide information and referrals*

### ***Respite House Staff, Hannah House, Lebanon, NH 1996-1998***

- *supervision of teen mothers and infants*
- *informal counseling of residents*
- *models good parenting*
- *dispenses medications*
- *co-facilitates group meetings*

### ***Special Education Tutor, Lebanon High School, Lebanon, NH 1995-1996***

- *tutor students one on one in compliance with Individual Educational Plans*
- *escort and assist students on Community Explore Program*

**Special Education Tutor, Sunapee Middle/High School, Sunapee, NH 1993-1995**

- assist students one on one in compliance with Individual Educational Plans
- liaison between family, school and support services for the individual student
- counsel students when needed

**Social Worker, Cheshire County Maplewood Nursing Home, Westmoreland, NH 1978-83.**

- helped organize and plan social service programs
- interviewed and accepted applications for admission
- provided information regarding facility (150 residents) to the resident and/or family via telephone, letters, home visits or personally conducted tours
- assisted with providing emotional support and counseling to residents and their families
- liaison between the resident, the facility, the family and Department of Welfare
- participated in discharge planning and formulated discharge plans

**Mental Health Worker, Medfield State Hospital, Medfield, MA 1975**

**Aide for Elderly, Brattleboro Retreat, Brattleboro, VT 1973**

**VOLUNTEER AND COMMUNITY**

**Hotline Counselor, Headrest, Lebanon, NH 1993 -1996**

- volunteer crisis counseling for teens and adults for New Hampshire & Vermont.

**Counselor, Hannah House, Lebanon, NH 1989**

- volunteer counselor at a home for pregnant and parenting teenagers
- worked one on one with residents

**Class Representative, Cooperative Preschool, West Lebanon, NH 1990**

- organized "Week of the Young Child" project
- attended board meetings
- assisted teacher.

**Action Team Member, Lebanon School Board Future Needs Committee, Lebanon, NH, 1991**

- planning for individual educational plans.

**INTERESTS**

swimming, cross-country skiing, music, weaving, knitting, cooking

references available upon request

**Phyllis L. Gonver**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Objective:** Working with the elderly in a supportive and nurturing role.

**Experience:**

**Social Worker**

November 2005-Present

Littleton Area Senior Center- Littleton, NH

Responsibilities include assisting clients with Medicare D enrollment, insurance, transportation and in home care and coordinated activities.

**Social Worker**

September 2004-May 2005

Genesis Eldercare- Franconia, NH

Discharge planning, patient assessment, care planning, assisting with living wills.

**Cook**

July 2001-September 2004

Genesis Eldercare-Franconia, NH

Responsible for organizing and preparing 65 individualized diet plans. Supervised dietary aides in preparing, serving and clean up for night meal.

**Home Care Provider**

February 1999-November 2004

Maintaining a state certified home for disabled person needing high level of full time care physically and emotionally. Responsibilities included dispensing medications, personal care and support in daily activities.

**Activities Assistant**

1998-1999

Organized and implemented therapeutic outings and activities for residents

**Education:**

Lyndon State College- Lyndonville, VT

Bachelor of Science, human services/counseling

New Hampshire Community Technical College-Berlin, NH

Associate degree in culinary arts.

**Additional Activities:**

Training in CPR, non-violent crisis intervention and hospice counseling. Volunteer work includes, Meals on Wheels, pet therapy program and hospice visits.

References available upon request

William Magner

EDUCATION

September 1968 – June 1972, Saint Peter's College, Jersey City, NJ

BS – Marketing

EMPLOYMENT

February 1990 until Retirement in June 2009 , Wells Fargo Bank,  
Summit, NJ

Senior Vice President Commercial Real Estate Department

- Responsible for approving, closing and monitoring loans to develop commercial real estate projects throughout, New Jersey, New York and Connecticut.

VOLUNTEER ACTIVITIES

April 2011 - Present, Certified Medicare Counselor with the New Hampshire State Health Insurance Assistance Program

- Volunteer 4 hours per week at the Lebanon, NH Service Link Resource Center assisting people in identifying and understanding the various programs available to Medicare beneficiar

GCSCC – ServiceLink – SFY 16

Key Personnel

| Name             | Job Title                      | Salary    | % Paid from this Contract | Amount Paid from this Contract |
|------------------|--------------------------------|-----------|---------------------------|--------------------------------|
| Roberta Berner   | Executive Director             | 71,801.60 | 10.65%                    | 7,648.68                       |
| Betsey Cheney    | Finance Director               | 43,076.80 | 5.99%                     | 2,578.16                       |
| Tanya Frazier    | Accounting Specialist          | 29,577.60 | 5.99%                     | 1,770.23                       |
| Brenna Ordway    | Accounting Specialist          | 10,795.20 | 5.99%                     | 646.09                         |
| Chris Finer      | Data Systems Coordinator       | 37,460.80 | 6.60%                     | 2,471.02                       |
| Elizabeth Fraser | Data Specialist                | 6,687.20  | 5.99%                     | 400.23                         |
| Susan Mathew     | Development/Marketing Director | 41,121.60 | 5.99%                     | 2,461.14                       |
| Sharon Dunbar*   | Human Resources Director       | 6,959.68  | 5.99%                     | 416.54                         |
| Jill Vahey**     | Safety Officer                 | 984.36    | 5.99%                     | 58.91                          |
|                  |                                |           |                           |                                |
|                  |                                |           |                           |                                |
|                  |                                |           |                           |                                |
|                  |                                |           |                           |                                |
|                  |                                |           |                           |                                |
|                  |                                |           |                           |                                |
|                  |                                |           |                           |                                |

\* The Human Resource Director works 80% for a Senior Center and 20% for Administration .

\*\* The Safety Officer works 97.5% for a Senior Center and 2.5% for Administration

*RJB*  
3-18-15

GCSCC – ServiceLink – SFY 17

Key Personnel

| Name             | Job Title                      | Salary    | % Paid from this Contract | Amount Paid from this Contract |
|------------------|--------------------------------|-----------|---------------------------|--------------------------------|
| Roberta Berner   | Executive Director             | 73,236.80 | .53%                      | 390.50                         |
| Betsey Cheney    | Finance Director               | 43,929.60 | .30%                      | 131.63                         |
| Tanya Frazier    | Accounting Specialist          | 30,160.00 | .30%                      | 90.38                          |
| Brenna Ordway    | Accounting Specialist          | 11,013.60 | .30%                      | 32.98                          |
| Chris Finer      | Data Systems Coordinator       | 38,209.60 | .33%                      | 126.16                         |
| Elizabeth Fraser | Data Specialist                | 6,822.40  | .30%                      | 20.43                          |
| Susan Mathew     | Development/Marketing Director | 41,953.60 | .30%                      | 125.65.                        |
| Sharon Dunbar*   | Human Resources Director       | 7,096.96  | .30%                      | 21.27                          |
| Jill Vahey**     | Safety Officer                 | 1,004.12  | .30%                      | 3.00                           |
|                  |                                |           |                           |                                |
|                  |                                |           |                           |                                |
|                  |                                |           |                           |                                |
|                  |                                |           |                           |                                |
|                  |                                |           |                           |                                |
|                  |                                |           |                           |                                |
|                  |                                |           |                           |                                |

\* The Human Resource Director works 80% for a Senior Center and 20% for Administration .

\*\* The Safety Officer works 97.5% for a Senior Center and 2.5% for Administration

*RJB*  
*3-18-15*





State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Grafton County Senior Citizens Council, Inc. Contract

This 1<sup>st</sup> Amendment to the ServiceLink Program contract (hereinafter referred to as "Amendment 1") dated this 5<sup>th</sup> 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.

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  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
Name  
Title

Grafton County Senior Citizens Council, Inc.

2-10-14  
Date

Roberta J. Bernier, 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, 2015

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 Went  
Name: Rosemary Went  
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.



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                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Measure 1:</b> Increasing LIS, MSP, and Medicare Part D enrollment:<br>Grafton County: 157 individuals enrolled                                   | Work plan and MIPPA monthly Outreach Activities and Enrollment reports sent to DHHS by 10th of each month.                                     |
| <b>Performance Measure 2:</b> 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).                |
| <b>Performance Measure 3:</b> 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.                                                                                   |
| <b>Performance Measure 4:</b> 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

- 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.
- 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,<br>13AANHMAADR,<br>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 – 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.



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. 10<sup>th</sup> 2014.  
(Date)

Carol Berner  
Secretary

"No corporate seal."

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On Feb 10<sup>th</sup> 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

Subject: New Hampshire ServiceLink Resource Centers Program**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS****I. IDENTIFICATION.**

|                                                                                                                                                                                                                                                                                                                                                            |                                     |                                                                                                                                                   |                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 1.1 State Agency Name<br>Department of Health and Humans Services                                                                                                                                                                                                                                                                                          |                                     | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301                                                                              |                                    |
| 1.3 Contractor Name<br>Grafton County Senior Citizens Council, Inc.                                                                                                                                                                                                                                                                                        |                                     | 1.4 Contractor Address<br>10 Campbell Street<br>PO Box 433<br>Lebanon, NH 03766                                                                   |                                    |
| 1.5 Contractor Phone Number<br>(603) 448-4897                                                                                                                                                                                                                                                                                                              | 1.6 Account Number<br>See Exhibit B | 1.7 Completion Date<br>6/30/2015                                                                                                                  | 1.8 Price Limitation<br>\$460,601. |
| 1.9 Contracting Officer for State Agency<br><i>Mary Magguncella</i>                                                                                                                                                                                                                                                                                        |                                     | 1.10 State Agency Telephone Number<br><i>603-271-9096</i>                                                                                         |                                    |
| 1.11 Contractor Signature<br><i>Roberta J. Berner</i>                                                                                                                                                                                                                                                                                                      |                                     | 1.12 Name and Title of Contractor Signatory<br><i>Roberta J. Berner<br/>Executive Director</i>                                                    |                                    |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u><br>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<br>[Seal]                                                                                                                                                                                                                                                                                        |                                     | <i>Victoria Weeks</i><br><b>VICTORIA M. WEEKS</b><br><b>NOTARY PUBLIC</b><br><b>STATE OF NEW HAMPSHIRE</b><br>My commission expires June 19, 2018 |                                    |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br><i>Victoria Weeks, Notary</i>                                                                                                                                                                                                                                                                   |                                     |                                                                                                                                                   |                                    |
| 1.14 State Agency Signature<br><i>Sheri L. Rockburn</i>                                                                                                                                                                                                                                                                                                    |                                     | 1.15 Name and Title of State Agency Signatory<br><i>Sheri L. Rockburn Acting Associate Commissioner</i>                                           |                                    |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____                                                                                                                                                                                                                             |                                     |                                                                                                                                                   |                                    |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By: <i>Rosemary Skit</i> On: <i>12-4-13</i>                                                                                                                                                                                                                                       |                                     |                                                                                                                                                   |                                    |
| 1.18 Approval by the Governor and Executive Council<br>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.



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the New Hampshire ServiceLink Resource Centers Program Contract**

This second Amendment to the New Hampshire ServiceLink Resource Centers Program contract (hereinafter referred to as "Amendment #2") dated this day of March 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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 (Item #62) and amended by an agreement (Amendment #1 to the Contract) approved on February 28, 2014 (Item #35), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1 Paragraph 3, this Agreement has an option for two (2) one year extensions to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council, by written agreement of the parties; and

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen (15) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read: \$1,303,458.
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read:  
Eric Borrin, Director Contracts and Procurement.
4. Form P-37, General Provisions, Item 1.10, to read: (603) 271-9558.
5. Delete Exhibit A Scope of Services and replace with Exhibit A Amendment #1 Scope of Services.
6. Delete Exhibit A-1 Scope of Services.
7. Delete Exhibit B Amendment #1, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #2, Method and Conditions Precedent to Payment.
8. Delete Exhibit B-7 and replace with Exhibit B-7 Amendment #1.
9. Add Exhibit B-15, Exhibit B-16, and Exhibit B-17.
10. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
11. Delete Standard Exhibit C-1, Additional Special Provisions and replace with Exhibit C-1, Revisions To General Provisions.



**New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program**

---

12. Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Section B, Period Covered by this Certification, to read: 1/1/14 to 9/30/16.
13. Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read: 1/1/14 to 9/30/16.
14. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
15. Delete Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I, Health Insurance Portability Act Business Associate Agreement.

**New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program**



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

2/13/15  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
Diane Langley  
Director

Lakes Region Partnership for Public Health, Inc.

3/17/15  
Date

Margaret M. Pritchard  
NAME Margaret M. Pritchard  
TITLE President, BOD

**Acknowledgement:**

State of New Hampshire County of Galloway on March 17, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Colleen A. Drouin  
Name and Title of Notary or Justice of the Peace







**New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/20/15  
Date

[Signature]  
Name: Megan K. [unclear]  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #1

Scope of Services

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions for the New Hampshire ServiceLink Contractors.

The Contractors shall serve as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and function as a full service point of access to Medicaid long-term support programs and benefits.

The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service access point for individuals to inquire about community long term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community LTSS options wherever they enter the system.

1.1. Definitions

**Alliance of Information and Referral Standards:** A consortium of National Information and Referral agencies developed standards to provide information and referral to individuals

**Local Contact Agency:** State designated agency whose role it is to contact individuals referred to them by nursing facilities throughout the MDS Section Q process, provide timely information about choices of services and supports in the community, and collaborate with nursing facility.

**Long Term Services and Supports (LTSS):** These are home and community based services provided to individuals to support their level of independence in the home and community.

**New Heights:** New Hampshire Medicaid's eligibility management system.

**NH EASY:** New Hampshire's Electronic Application System, which enables users to apply or reapply for assistance, check eligibility, report changes, and track their application status online.

**Person Centered:** Person-centered describes an approach that respects and responds to individual needs, goals, and values. Within a person-centered approach, individuals and providers work in full partnership to guarantee that each person's values, experiences, and knowledge drive the creation of an individualized plan as well as the delivery of services.

**Person centered transition support Major Pathways:** The pathways that people travel while transitioning from one service setting to another or from one public program payer to another. These pathways can include transitions from the community to hospital or nursing home, hospital discharge, preadmission screening for nursing home services, and transitions from skill nursing facility to other settings. The pathways also represent critical junctures where decisions are made- usually in a time of crisis – that often determines whether a person is permanently institutionalized or transitioned back to their home.

**Quarter:** A quarter is defined as: July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**Refer7:** The State of New Hampshire (DHHS) leases Refer7 software from a separate Contractor who provides ServiceLink contractors software support during business hours. The Refer7 contractor also provides database back-ups for all of the data that the ServiceLink contractors input into the Refer7 system. ServiceLink contractors use Refer7 as the centralized resource database in order to assist users with information about service resources Statewide and to assist ServiceLink contractor staff with documentation of calls/contacts. The Refer7 system allows users to track client records and also to generate reporting data on those contacts.

**The Balancing Incentive Program (BIP)** is a discretionary grant awarded to DHHS by the Centers for Medicare & Medicaid Services (CMS). It is intended to assist the State to rebalance the disparity between the amount of Medicaid funding for institutional long term services and supports and home and community based ones by encouraging the development of home and community based infrastructure changes such as the No Wrong Door access model, conflict-free case management, and standardized assessments.



Exhibit A Amendment #1

**The State Innovations Model (SIM)**, a discretionary grant also funded by CMS, is providing resources to assist DHHS in the development of a managed care model for long term services and supports and the implementation planning for that model.

**2. Covered Populations and Services**

2.1. The Contractor shall provide services defined in this Agreement to the following populations:

- Persons age 60 and over;
- Adults over the age of 18, who are chronically, physically ill or disabled and who may need long term care supports;
- Family members, caregivers, advocates and providers;
- Anyone seeking information about LTSS; and
- Individuals with intellectual, physical, and/or developmental disabilities;
- Veterans;
- People of all ages, income levels and disabilities, including people with dementia and people of different cultures and ethnicities.

**3. Geographic Area Served:** The Contractor shall provide services as described in this Agreement in the geographic area of Belknap County and Carroll County. Geographic area is defined as the area focused on client location (city or town).

**4. ServiceLink Services**

4.1. Information, Referral and Awareness

4.1.1. Outreach and Marketing

Contractor shall submit to the Department, for review and approval, an outreach and marketing plan focused on establishing its organization as a highly visible and trusted place where people can turn for objective and unbiased information on the full range of long-term support options. The Contractor shall also promote awareness of the long-term supports and services and various options that are available in the community. The outreach and marketing plan shall include:

- 4.1.1.1. Consideration of all populations served including different age groups, different income levels, different types of disabilities, cultural diversities, and those underserved, and individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations. Populations shall include all individuals who may or may not meet public assistance requirements, in addition to those that are hard to reach, those who are private payers and want to plan ahead for their long-term needs;
- 4.1.1.2. A strategy to assess the effectiveness of the outreach and marketing activities; and
- 4.1.1.3. A feedback loop to modify activities as needed.
- 4.1.1.4. The Contractor shall partner with the other ServiceLink contractors to learn from their outreach and marketing best practices

4.1.2. Information and Referral shall be considered the point of entry for service access.

4.1.2.1. Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) plan, which at minimum describes systematic processes to provide I&R/A.

4.1.2.2. Contractor shall link individuals with needed services and supports – both public and private - through appropriate referrals to other agencies and organizations.

4.1.2.3. Contractor shall conduct follow-up with individuals receiving I&R/A to determine whether more assistance is needed.

4.1.2.4. Contractor shall use the Alliance of Information and Referral Standards and use the Refer7 database to provide information about the range of Long Term Services and Supports (LTSS) and resources in the service area. The Contractor is responsible for:

- 4.1.2.4.1. Updating and ensuring the accuracy of the information provided; and
- 4.1.2.4.2. Resources in the database conform to established inclusion/exclusion policies; these policies specifically address inclusion of resources and providers for private



**Exhibit A Amendment #1**

paying individuals and families; and the database is accessible to the public via a comprehensive website and is user- friendly, searchable and accessible to persons with disabilities.

4.1.2.5. Contractor's staff shall attend trainings as directed by the Department.

**4.2. Options Counseling**

- 4.2.1. The Contractor shall help individuals understand and assess their situation, assist them in making informed decisions about LTSS choices in the context of their preferences, strengths, and values and use their own personal and financial resources more efficiently and more effectively.
- 4.2.2. The Contractor shall provide person-centered one-on-one assistance and decision support to individuals and others whom they may wish to include in the process, such as family members and/or caregivers/support persons.
- 4.2.3. The Contractor shall have standards and protocols, subject to DHHS review and approval, in place that defines what Options Counseling entails and who will be offered Options Counseling based on the Administration for Community Living's (ACL) national draft Options Counseling standards. At a minimum, this will include any individual who requests it and individuals who go through a comprehensive assessment. At present the federal government is working at finalizing the National Standards and the Contractor will be required to use those new standards, when they have been released.
- 4.2.4. The Contractor shall work with individuals to develop action plans and, if requested, arrange for the delivery of services and supports, including hiring and supervising their own direct service workers. At a minimum, the Contractor shall provide:
  - 4.2.4.1. A personal interview to discover strengths, values, and preferences of the individual and the utilization of screenings for public programs;
  - 4.2.4.2. Special attention to those clients most at risk of institutionalization;
  - 4.2.4.3. A facilitated decision support process which explores resources and service options and supports the individual in assessing all the pros and cons;
  - 4.2.4.4. Development of action steps toward a goal or a long-term support plan, with assistance in applying and accessing support options when requested;
  - 4.2.4.5. Counseling in a location that fits the needs of the individual being served, such as a private home and office, and to be accessible to the client by phone, email, etc.;
  - 4.2.4.6. Counseling that ensures that clients understand their options by using the Option Counseling Standards.
- 4.2.5. The Contractor shall provide confidential, objective, accurate and comprehensive Options Counseling to individuals of all income levels and with all types of disabilities.
- 4.2.6. The Contractor shall serve as full service access entry points for individuals and use standard intake and screening instruments defined by the Department.
- 4.2.7. The Contractor shall consistently conduct follow-up with individuals receiving Options Counseling to determine the outcome and whether more assistance is needed.
- 4.2.8. The Contractor shall develop a person-centered access plans for clients who will be receiving public supports and those not using public supports.
- 4.2.9. The Contractor shall be in regular communication with Adult Protection Service offices and will report abuse and neglect of clients immediately to the Adult Protection program.
- 4.2.10. The Contractor shall include a plan to schedule future contacts and follow-ups according to the needs of the client.

**4.3. Streamlined Eligibility Determination for Public Programs**

The Contractor will serve as a full service access point/no wrong door to all publicly funded long-term supports, including those funded by Medicaid, the Older Americans Act (OAA), the Rehabilitation



**Exhibit A Amendment #1**

Services Act, and other state and federal programs and services. The Contractor shall follow the protocols and procedure for providing the following:

**4.3.1. Intake and Screening**

The Contractor shall use a standardized process for helping individuals access all publicly-funded LTSS programs available in the state. The Contractor shall support, implement and follow the processes to streamline access to LTSS, which will be defined by DHHS as part of BIP and SIM projects. The Contractor shall offer to assist the client when making external referrals.

**4.3.2. Financial and Functional Eligibility Processes**

Eligibility for financial and medical assistance programs is the responsibility of the State, where accountability for compliance with federal requirements is placed.

4.3.2.1.1. The Contractor uses uniform criteria to assess risk of institutional placement in order to target support to individuals at high-risk. Through BIP, level of care assessments will be further developed.

4.3.2.2. Contractor shall assist individuals as needed with initial steps in completing the application that include:

4.3.2.2.1. taking applications, assisting applicants in completing the application, providing information and referrals, obtaining required documentation to complete the application, assuring that the information contained on the application form is complete, and conducting any necessary interviews.

**4.3.3. Tracking Eligibility Status**

4.3.3.1. The Contractor shall track individuals' eligibility status throughout the process of eligibility determination and redetermination using the Department's Intake/eligibility determination systems, such as New Heights Financial Eligibility System, NH Easy, and other program specific systems. Designated staff will be trained and have access to these systems.

4.3.3.2. The Contractor may be informed of individuals who are determined ineligible for public LTSS and the ServiceLink Contractor conducts follow-up with those individuals to provide further Options Counseling. Contractor shall reach out to clients and schedule a counseling meeting with them to explore other options.

**4.4. Person-Centered Transitions Support**

The Contractor shall assist individuals from being placed unnecessarily in a nursing home or other institution by:

4.4.1. Creating formal linkages between and among the major pathways that people travel while transitioning from one setting of care to another or from one public program payer to another. These pathways include preadmission screening programs for nursing home services and hospital discharge planning programs, and they represent critical junctures where decisions are made.

4.4.2. The Contractor shall play a pivotal role in these transitions to ensure that people understand their options and receive LTSS in the setting that best meet their individual needs and preferences, which is often in their own homes.

4.4.3. Contractor staff will be present at these critical points to provide individuals and their families with the information they need to make informed decisions about their service and support options, and to help them quickly arrange for the supports and services they choose.

4.4.4. The Contractor shall:

4.4.4.1. establish a process for identifying individuals and their caregivers who may need transition support services;

4.4.4.2. follow Protocols for referring individuals to the ServiceLink contractor for transition support and other services; and



Exhibit A Amendment #1

- 4.4.4.3. provide regular training for facility administrators and discharge planners about the ServiceLink Resource Centers Programs and any protocols and formal processes that are in place between the ServiceLink contractors and their respective organizations.
  - 4.4.4.4. serve as Local Contact Agencies (LCAs) to provide transition services for institutionalized individuals who indicate they wish to return to the community via the MDS 3.0 Section Q assessment.
- 4.5. Consumer Populations and Partnerships
- 4.5.1. Consumer Populations
- Contractor shall involve consumers on a /local advisory boards or governing committee and in planning, implementation and evaluation activities. At a minimum it shall include nine (9) members with the following representation:
- 4.5.1.1. People over age 60
  - 4.5.1.2. Adults over age 18 living with chronic illnesses or disabilities
  - 4.5.1.3. Family members, caregivers, and family caregivers of the target populations
  - 4.5.1.4. Local community providers
  - 4.5.1.5. Representation from cultural and ethnic minorities residing within the community.
  - 4.5.1.6. At least twenty-five (25) percent of the membership must be from the target population.
- Note: Consumers, caregivers, or family board member who works for a human service agency organization may not be counted in meeting this standard.
- 4.5.2. Medicaid
- Contractor shall comply with the Department policies and procedures related to its role as a partner in the Medicaid eligibility determination process.
- 4.5.3. Aging and Disability Partners
- 4.5.3.1. Contractor shall comply with formal service standards, protocols for information sharing and cross-training across all ServiceLink contractors and community partners.
  - 4.5.3.2. Contractor shall provide for collaboration, including formal agreements, at the state and local levels between the Contractor and all other critical aging and disability agencies and service organizations serving the same area that are not ServiceLink contractors.
  - 4.5.3.3. The Contractor shall have or will develop partnerships with State or regional Brain Injury Associations, community mental health centers and related groups, Centers for Independent Living, and other community-based organizations instrumental to ServiceLink contractors' activities, such as Departments of Veterans Affairs, Adult Protective Services, Information and Referral/2-1-1 programs, Benefit Outreach and Enrollment Centers, One Stop Employment Centers, Vocational Rehabilitation, Developmental Disabilities Councils, Long-Term Care Ombudsman programs, Alzheimer's disease programs, housing agencies, and transportation authorities.
- 4.5.4. Other Partners and Stakeholders
- Contractor will establish solid working partnerships with other agencies and stakeholders serving the target population, both at the State level as well as the community. These include hospitals, senior centers, physician practices, home health agencies, community mental health centers, Adult Protective Services, municipal health and welfare, and other public assistance programs. Contractors are required to maintain existing partnerships as well as to develop new ones as the needs of the target population and the community change over time.
- 4.6. New Hampshire Family Caregiver Program
- The Contractor shall provide a multifaceted system of support services for family caregivers who provide full time care and meet the eligibility of the Caregiver programs by providing the following:



Exhibit A Amendment #1

- 
- 4.6.1. Assign the minimum of one staff person (RSA 161-F:79) to the program who specializes in working with the issues faced by family caregivers and can provide Options Counseling to:
    - 4.6.2. Family caregivers of frail older adults;
    - 4.6.3. Caregivers of individuals with Alzheimer's disease or dementia;
    - 4.6.4. Older caregivers of individuals with disabilities; and
    - 4.6.5. Older grandparents and relatives who are raising a child, or children.
  - 4.6.6. Determine eligibility for the caregiver programs.
  - 4.6.7. Ensure staff is knowledgeable about community resources that family caregivers can benefit from and can provide appropriate referrals and access assistance to private and public resources.
  - 4.6.8. Provide information, assistance, and options counseling to caregivers
  - 4.6.9. Provide caregiver training to assist the caregivers in making decisions and solving problems relating to their caregiving roles;
  - 4.6.10. Under authorization by DHHS, approve service plans and budgets for respite care and supplemental services to eligible individuals on a limited basis to complement the care provided by caregivers. The Contractor will work with the Department's Financial Management Services contractor to provide bill paying and employer of record services for participants who may choose a family member or respite or supplemental services provider who isn't affiliated with an agency.
  - 4.6.11. Offer staff availability for home or community visits with family caregivers for the purposes of assessment (this does not exclude office visits when other options are not practical).
  - 4.6.12. Ensure a minimum of one staff member is trained as a class leader in the evidence based curriculum Powerful Tools for Caregivers (PTC) or, at the minimum, ensure that at least two individuals in the geographic area served by the Contractor be trained in the Powerful Tools for Caregivers curriculum. The Contractor shall:
    - 4.6.12.1. Provide a minimum of one (six (6) week session) Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers completing the workshop series.
  - 4.6.13. Develop and facilitate a caregiver support group in the absence of an existing support group in the service area; collaborate with existing caregiver support in the area.
- 4.7. New Hampshire State Health Insurance Assistance Program
- The Contractor will provide information, counseling and assistance relating to the procurement of adequate and appropriate health insurance coverage including such topics as Medicare coverage, Medicare Prescription Drug Benefit, Medicare Supplement Plans, and long term care insurance to Medicare eligible persons, their families and caregivers, by providing the following:
- 4.7.1. Personalized counseling to an increasing and diverse number of individual beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.
  - 4.7.2. Targeted community outreach to beneficiaries in public forums either under their sponsorship or with community-based partners or coalitions to increase understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
  - 4.7.3. Demonstrate an increase and enhance beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage.
  - 4.7.4. Operate SHIP in accordance to SHIP Standard Operating Guidance developed and approved by CMS.
  - 4.7.5. Recruit, train, and maintain a network of volunteers to help with providing these services at the ServiceLink contractor sites.



Exhibit A Amendment #1

4.8. Senior Medicare Patrol Program

The Contractor will increase community awareness of and prevention of health care fraud and abuse through education, counseling, assistance and outreach to people with Medicare by providing the following:

- 4.8.1. Foster national and statewide coverage by SMP by offering services that will be provided locally, regionally, and statewide, and that will involve collaboration with organizations representative of or knowledgeable about the target population through formal and informal partnering, the use of toll free lines, web-based strategies, and local and statewide media and educational outreach planning;
- 4.8.2. Provide beneficiary education and inquiry resolution for major areas of health care fraud by working with local and statewide resources to support expanded SMP coverage;
- 4.8.3. Foster program visibility and consistency to enhance the capability to identify and refer instances of potential health care fraud by (a) collaborating in a seamless and consistent way with community-based providers, (b) conducting timely reporting to the SMART FACTS database that meets requirements of the Office of the Inspector General (OIG) that monitors the program's inquiries, outreach and education, volunteer management and resolution of complex issues, and (c) using the national SMP Resource Center's resources;
- 4.8.4. Demonstrate improved efficiency of SMP while increasing results for both operational and quality measures by meeting AoA's objectives that utilize SMART FACTS to support the OIG Performance Measures;
- 4.8.5. Target volunteer, community, and partnership training and education to isolated and hard to reach populations, as required by the Older Americans Act (OAA), by providing SMP services, partnership relationships, and maintenance of a volunteer network that will serve the most vulnerable populations in the state that are traditionally underserved due to barriers in accessing services and information, such as isolation, poverty, and low-literacy; and
- 4.8.6. Implement the SMP Resource Center's Volunteer Risk Management Program as developed by the Administration for Community Living.
- 4.8.7. Comply with the standards in the SHIP Program Guidance.
- 4.8.8. Recruit, train, and maintain volunteers to assist health care consumers to be more informed about how to protect their personal health information, detect payment errors, and how to report questionable Medicare billing situations.

4.9. Veterans Directed Home and Community Based Program

The Contractor shall provide Veterans the opportunity to receive home and community based services in a consumer directed fashion that enables them to avoid nursing home placement and to continue to live in their homes and communities. The Contractor shall:

- 4.9.1. Develop and implement a Veterans Directed Home and Community Based (VDHCB) program to provide the services described in Section 4.9.2, in the following ways:
  - 4.9.1.1. Enter into a provider agreement with the White River Junction Veteran's Administration Medical Center (WRJ VAMC), Vermont and/or the Manchester Veteran's Administration Medical Center (Manchester VAMC). The provider agreement is to be based on the Memorandum of Agreement between the Department and the WRJ and/or Manchester VAMC. Under the provider Agreement, the Contractor shall work with the WRJ VAMC and/or the Manchester VAMC and shall be responsible for the service coordination as defined in Section 4.9.2 below.
  - 4.9.1.2. Establish an advisory group to oversee the development, implementation of the program and provide ongoing feedback for continuous improvement of the program and services. Membership is to include representation from key community resources, local Veterans' organizations, Veterans and families of Veterans utilizing the program, and the public.
  - 4.9.1.3. Establish and maintain a budget for the costs to develop and implement the program as follows:





Exhibit A Amendment #1

- 
- 4.9.1.3.1. Ongoing Staff development and training such as but not limited to, costs of trainings for staff, recruiting and hiring new staff, costs of salaries for newly hired staff during development and implementation of the program.
  - 4.9.1.3.2. Ongoing Travel costs associated with ongoing program development and implementation such as, but not limited to: Staff mileage to and from training sites, staff mileage related to providing education and outreach to the public about the program, assisting the Veteran in getting services and in identifying service providers and services, Establishing and maintaining a of business processes related to the VD-HCBS Program, such as computer equipment, telephone expenses, and office furniture for new staff.
  - 4.9.1.3.3. Once the program has been established, the VAMC will, under their provider agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services, in Section 4.9.2.
  - 4.9.1.4. Provide or contract with an agency to provide financial management services to the Veterans. The Contractor cannot implement the VDHCB program until financial management services are reviewed and approved by the VDHCB national Readiness Review Process, and reviewed by WRJ and Manchester VAMC and DHHS.
  - 4.9.1.5. Provide a minimum of a .5 FTE Veterans Options counselor to provide counseling, assessment, service coordination, and assistance to Veterans participating in the program in developing and managing an individual service budget.
    - 4.9.1.5.1. The Contractor shall increase the FTE when the Veterans caseload exceeds 19 Veterans. The contractor shall increase the FTE to provide 4.5 hours per month per veteran.
  - 4.9.1.6. Ensure that key staffs such as the SLRC Program Director, site supervisors, caregiver specialists, and options counselors are trained in the program practices and procedures prior to service delivery defined in Section 4.9.2.
  - 4.9.1.7. Establish Financial Management Readiness and pass formal readiness review prior to implementation of the program. New FMS agreements must pass formal readiness review,
- 4.9.2. Provide options counseling and assist Veterans in arranging consumer directed services as follows:
- 4.9.2.1. Maintain the provider agreement in Section 4.9.1.1 and the contractor shall be responsible for service coordination for the Veteran as follows:
    - 4.9.2.1.1. Accept referrals of eligible Veterans and their authorized budgets to buy long term supports and services, from at least one of the VAMC in Section 4.9.1.1.
    - 4.9.2.1.2. Provide options counseling to Veterans and their families as they determine how to use their flexible home and community based services budget to meet their long term supports and service needs, goals, and preferences. At a minimum, options counseling shall include an assessment, plan of care and identify type of services to meet the needs to the Veteran to remain in the home and community. The Contractor shall submit the Veteran's plan of care with types of services to the VAMC for approval. The Contractor must obtain budget approval of plan of care from the VAMC before the Veteran receives VD-HCBS supports and services. The Contractor shall comply with the VAMC and the Department's program and policies guide for linking Veterans with needed Long term services and supports and making mutual referrals.



Exhibit A Amendment #1

- 4.9.2.2. Provide or maintain the contract with an agency to provide financial management services. Seek reimbursements for service coordination through the VAMC defined in Section 4.9.1. Once the program has been established, the VAMC will, under their provider agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services.
  - 4.9.3. Ensure the following:
    - 4.9.3.1. All Veterans referred to the program from the VAMCs are contacted within 3 business days of the referral to ServiceLink contractor to set up a date for assessment.
    - 4.9.3.2. 100% of services provided are based on the needs and preferences of the participating Veteran.
    - 4.9.3.3. Veterans enrolled in the program decide what mix of goods and services will best meet their needs for long term care support.
    - 4.9.3.4. Of the Veterans served, there will be a 90 % or better, consumer satisfaction rate.
  - 4.9.4. Comply with procedures for reporting requirements defined by DHHS for monthly "Ticker" reporting requirements defined and required by National VDHCS program administration.
  - 4.9.5. Enter contact data into the Refer 7 data base to increase the amount of resources available by geographic area serve Veterans.
  - 4.9.6. Ensure that documentation required by both the Department and the VAMC is kept current and submitted according to the program requirements.
  - 4.9.7. Participate in continuous process improvement activities with the Department and/or the VAMC to evaluate and improve the quality of the program and its policies and processes by attending meetings, trainings, to include monthly VDHCS Faculty Calls, and related conference calls.
  - 4.9.8. Participate in trainings that aim to improve knowledge of military culture and other related trainings to enhance competencies required to serve our military family and service member population.
- 4.10. Medicare Improvements for Patients and Providers Act (MIPPA).  
The Contractor shall provide Medicare Improvements for Patients and Providers Act (MIPPA), services through as follows:
- 4.10.1. Provide MIPPA services to assist Medicare beneficiaries to:
    - 4.10.1.1. Reduce Medicare cost share expenses for people with limited income by enrolling beneficiaries into the low-income subsidy (LIS) and Medicare Savings Programs (MSP); and enrolling beneficiaries in Medicare Part D prescription coverage.
    - 4.10.1.2. Increase wellness and prevent illnesses among all Medicare beneficiaries by increasing and promoting awareness of Medicare's preventive and screening services.
    - 4.10.1.3. Promote the Medicare programs described in Section 4.10.1.1 by conducting outreach and education to increase the number of people enrolled into these programs. To assist the Department in determining the outreach and education strategies to implement in the specific geographic area, the contractor shall complete assessments and analysis to determine the effectiveness of informing Medicare beneficiaries and having them enroll in the programs. Specifically the contractor shall:
  - 4.10.2. Complete an assessment of past outreach activities that targeted low income Medicare beneficiaries and those people who may not have physical access to ServiceLink contractor offices, internet access, or access to a telephone. The Department will provide the data to the contractor for the specific geographic area list above. Data will include existing and past outreach and education materials and strategies used in the specific geographic area. The contractor shall report the findings to the Department.
  - 4.10.3. Complete an analysis using available statistics such as Social Security and Centers for Medicaid and Medicare Services statistics to identify target areas for outreach. The



Exhibit A Amendment #1

Department will provide the data to the contractor for the specific geographic area listed above. The contractor shall report the findings to the Department.

- 4.10.4. Assess current and past partnerships with other agencies and community services.
- 4.10.5. Conduct outreach, education and assistance to the target population and geographic area as approved by the Department, based on the Contractor's results of the assessment and analysis described in Section 4.10.2, 4.10.3 and 4.10.4, and to meet the goals in Section 4.10.10. Outreach and education consists of the following, but not limited to:
  - 4.10.5.1. Promote the availability of Medicare preventive services such as wellness screenings and flu shots to Medicare beneficiaries through the distribution of promotional materials developed by CMS and BEAS;
  - 4.10.5.2. Set and implement calendar for outreach campaigns (2 per month for each ADRC): (1) Mail introductory letters to town offices, housing sites, home health agencies, Parish Nurses, public libraries, hospital public affair managers, pharmacies, and medical practices; (2) Do follow-up contacts and (3) Arrange face to face meetings.
  - 4.10.5.3. Develop contact list of all fitness centers, health clubs, senior-based websites, AARP local Chapters, churches, senior and community centers, meal sites, and public libraries. The contractor shall request to partner with these contacts to communicate awareness of Medicare Programs listed in Section 4.10.1.
- 4.10.6. Work in consultation with NH SHIP Director and the other ServiceLink contractors to set up MIPPA Email list Serve for State/agency leads – Client Services, Medicaid Eligibility, Fuel Assistance, hospital charitable offices, Minority Services, Sight and Hearing Impaired groups –to disseminate LIS/MSP objectives. The developed email List Serve will be used to communicate awareness of Medicare Programs listed in Section 4.10.1.
- 4.10.7. Develop a media list for the geographic area to be covered – radio stations, newspapers, agency/hospital web-based newsletters and other community websites to share LIS/MSP and Preventive benefits. The media list will be used to implement advertising activities to communicate awareness of Medicare Programs listed in Section 4.10.1.
  - 4.10.7.1. Write scripts for Radio, newspapers, and public service announcements. The Department shall approve them prior to publication.
  - 4.10.7.2. The contractor will be responsible for purchasing the media in their local area.
- 4.10.8. Ensure staffing capacity to insure a demonstrated increase and enhanced beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage as described in section 4.7.3 of the ServiceLink Contract.
- 4.10.9. Complying with procedures for reporting requirements defined by DHHS.
- 4.10.10. Performance Measures: The Contractor will be required to meet or exceed the performance measures described below:



Exhibit A Amendment #1

| Performance Measure                                                                                                                                                                                        | How it will be measured                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Measure 1:</b> Increasing the number of individuals enrolled in: LIS, MSP, and Medicare Part D by eight (8) percent of the total number enrolled in these programs as of September 29, 2014 | Work plan and MIPPA monthly Outreach Activities and Enrollment reports sent to DHHS by 15th of each month.                                 |
| <b>Performance Measure 2:</b> Implementation of Promotional activities for Medicare's Wellness and Preventive Screening Services                                                                           | Work plan and MIPPA monthly Outreach Activities and Enrollment and SHIP reports, (client contacts/public and media activities).            |
| <b>Performance Measure 3:</b> Effectively advertise, promote, and conduct an educational outreach and/or enrollment event activities at least 1-2 times per month.                                         | Work plan and MIPPA monthly report and SHIP reports to DHHS.                                                                               |
| <b>Performance Measure 4:</b> Demonstrate partnership and evaluate effectiveness and lessons learned                                                                                                       | Work plan, MIPPA monthly, SHIP reports, and Partnership listing included in SHIP Mid-Term and annual Performance Grant application to DHHS |

4.11. Evidenced Based Care Transitions

- 4.11.1. 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.
- 4.11.2. The contractor shall follow the evidence based standards and protocols that include the following:
  - 4.11.2.1. The Contractor will employ a minimum of one full-time equivalent Care Transition Specialist to provide evidence based transition services.
  - 4.11.2.2. Interdisciplinary communication across acute, primary care and Long Term Services and Supports (LTSS) service providers/systems.
  - 4.11.2.3. The Contractor will assure that the Care Transition Specialist:
    - 4.11.2.3.1. Participates regularly in hospital discharge planning meetings
    - 4.11.2.3.2. Meets with individuals and their family members during their hospital stay
    - 4.11.2.3.3. Provides post-discharge follow up to assure successful transitions back to the individual's home
    - 4.11.2.3.4. Documents related contacts on behalf of transitioning individuals in Refer 7.
    - 4.11.2.3.5. 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.
  - 4.11.2.4. Activation of individual services;
    - 4.11.2.4.1. 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;
    - 4.11.2.4.2. Ensuring services are in place and suitable for the individual.
- 4.11.3. Enhanced post discharge follow-up;
  - 4.11.3.1. 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.
- 4.11.4. Establish formal agreement with a local hospital to perform evidence based person centered transition support;



Exhibit A Amendment #1

- 4.11.4.1. 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:
  - 4.11.4.1.1. Establishing a process for identifying individuals and caregivers in need of transition support services
  - 4.11.4.1.2. Developing protocols for referring individuals to the local ServiceLink Contractor for transition support and other services
  - 4.11.4.1.3. 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.
- 4.11.5. 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.
- 4.11.6. Within 30 days of the effective date of 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.
  - 4.11.6.1. The Contractor shall comply with standards that are prescribed by the Evidenced Based Model selected.
- 4.11.7. The Contractor will develop and report to DHHS by July 1, 2015, for review and approval, a sustainability plan that allows for the continuation of the program beyond the funding by DHHS.
  - 4.11.7.1. 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.
  - 4.11.7.2. The sustainability plan shall: identify local hospital participation, quality outcomes, best practices, lessons learned, and future goals. The Contractor shall implement the plan effective October 1, 2015.

**5. Operational Functions**

The contractor must adhere to the following operational requirements, standards of practice, approaches, and methods of service delivery. The contractor will:

- 5.1. Operate the ServiceLink Resource Centers Program as an independent program separate and distinct from the fiscal sponsor. In advertising, marketing, and all written and oral descriptive literature that it develops and/or disseminates, the Contractor shall characterize the ServiceLink Resource Centers Program as an independent program.
- 5.2. Occupy office space that is distinct from any other service provider or program operated by the contractor.
- 5.3. Local phone numbers for each ServiceLink Contractor
- 5.4. The ServiceLink Contractor will be responsible for having three to four phone numbers/lines and fax line for clients to access services for the geographic area they serve. The Contractor shall work with DHHS to ensure consistent phone numbers are available to the public, and where necessary shall assume responsibility for existing phone numbers.
- 5.5. It is expected of the contractor to have the first phone number/line to route from the ServiceLink programs national toll free number. It is expected that the contractor's phone service and equipment be compatible with the State's VOIP system.
- 5.6. The contractor is responsible for all costs associated with establishing and operating the phone and fax lines, including necessary equipment.
- 5.7. Phone systems must allow for individual voicemail for each staff person. One main phone line (Line #1) must also be configured to route from the ServiceLink contractor's national toll free



Exhibit A Amendment #1

- ServiceLink Resource Centers Program number. Please address how the toll free number will work since it was not included in the RFP
- 5.8. Operate the ServiceLink Resource Centers Program within its fiscal sponsor's agency, personnel and human resource policies and procedures. Contractors are required to review their policies and procedures to assure the ServiceLink Resource Centers Program operational and program requirements are met.
  - 5.9. Provide sufficient office space and supplies to all staff and volunteers at each ServiceLink contractor's site. Sufficient is defined as: Enough space to conduct private and confidential interviews and meetings with at least three (3) individuals in the room in order to meet their job duties while at a ServiceLink contractor's office.
  - 5.10. Provide sufficient (as defined in 5.9 above) space and supplies to outside team members including but not limited to the Division of Client Services (DCS) staff and the Office of Veterans Services at a minimum of two to three business days per week for financial screenings, interviews, and consultations at local ServiceLink contractors sites.
  - 5.11. Adhere to the following operational and facilities management requirements:
  - 5.12. Staff hours shall be arranged to provide a minimum of 40 hours of operation per week, which includes availability by appointment on the weekend and evening coverage. Publish schedule of hours throughout the geographic area;
  - 5.13. Provide satellite offices or other forms of consumer accessibility. The location of the ServiceLink contractor's main office and any satellite offices that exist shall be in an easy and accessible location so that it is centrally located to the clients in the geographic area that you will serve. Accessibility may be demonstrated in a variety of ways such as proximity to main roads, population centers, businesses, shopping areas, health care sites, and the availability of public transportation;
  - 5.14. Operate primary sites and other forms of access for consumers in buildings and facilities that are barrier free;
  - 5.15. Meet all state and local rules and ordinances related to health, fire and life safety codes;
  - 5.16. Maintain a written response plan to include, but not be limited to, response to fire, violence, inclement weather, and medical and other emergencies and disasters; and
  - 5.17. Agree to have a ServiceLink Resource Centers Program sign visible outside the building in which the ServiceLink contractor's site(s) are located.
- 6. Quality Assurance and Continuous Quality Improvement**
- 6.1. Contractor shall have a Quality Assurance and Continuous Improvement plan to ensure services are available, are of high quality, meet the needs of individuals, and are sustained throughout the geographic area covered. The plan shall assure that services adhere to the highest standards, as well as assure that the public and private resources produce measurable results.
  - 6.2. Contractors shall track their customers, services, performance and costs, and to continuously evaluate and improve on the results of the services that are provided to individuals and their families, as well as to other organizations in the community. This may include linkages with other data systems, such as Medicaid information systems and electronic health records.
  - 6.3. The Quality Assurance and Continuous Improvement plan shall also utilize formal processes for getting input and feedback from individuals and their families on the Contractor's operations, services used, and on-going development.
  - 6.4. The Quality Assurance and Continuous Improvement plan shall include measurable performance goals and indicators related to the Contractor's visibility, trust, ease of access, responsiveness, efficiency and effectiveness. The Contractor shall routinely track and monitor consumer demographics and individual-level outcomes such as diversions, transitions, and impact of Options Counseling as well as systems-level outcomes such as service utilization by setting and cost-savings.



Exhibit A Amendment #1

- 6.5. Information Technology and Management Information Systems
- 6.5.1. Contractor will use the Refer 7 database to support all business functions related to the provision of programs provided by ServiceLink contractors.  
Contractor shall comply with new IT initiatives that DHHS may roll out as part of BIP or SIM initiatives.
- 6.5.2. Contractor shall operate computer equipment and software that meets or is compatible with the State of New Hampshire's minimum Information Technology standard for software and hardware that is equivalent or exceeds the specifications listed below:
- Microsoft Windows 7 64 bit;
  - Microsoft Internet Explorer version 8.0;
  - Documents, spreadsheets and presentation that are compatible with Microsoft Office 2000 and above through 2010;
  - Network Associates - McAfee Virus Scan version 8.8; and
  - Broadband or DSL internet access
- 6.5.3. The Department's current hardware standards are as follows:
- Standard Desktop - Multi Tasking, Standard Apps: I3 Intel Processor, 4GB RAM, 500 GB SATA
  - High End Desktop- Multi Tasking, Heavy Graphics (i.e. CAD): I5 Intel Processor, 8GB RAM, 500 GB SATA
  - The State standard is Windows 7, Office 2010 and Internet Explorer 9
- 6.5.4. Contractor shall comply with the ServiceLink Resource Centers Program Computer Use Agreement.
- 6.6. Continuous Improvement
- 6.6.1. Contractor shall have a plan in place to monitor program quality and a process to ensure continuous program improvement through the use of the data gathered such as consumer satisfaction evaluations and surveys. The Contractor shall submit their plan for review by the Department.
- 6.6.2. Contractor shall inform consumers of complaint and grievance policies and shall have the ability to track and address complaints and grievances. The Contractor shall develop, implement and maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall also have a grievance system in place that includes a grievance process, and any grievances filed are to be available to DHHS upon request.
7. Performance Tracking and Reporting
- 7.1. Contractor shall track and report to Department on the people they serve in the different age groups, with different types of disabilities and that the Options Counseling provided enables people to make informed, cost-effective decisions about LTSS. For each ServiceLink Service, the contractor shall report on:
1. Number of individuals served
  2. Number of repeat visits by individuals
  3. Type of information/referral given to individuals
  4. Type of follow up performed
  5. Frequency of follow ups
  6. Were individuals able to utilize the information provided by the Contractor, including but not limited to, applying for benefits, finding and obtaining referred services, and other forms of assistance
  7. The number of individuals diverted from nursing home/institutional settings;



Exhibit A Amendment #1

8. The number of individuals successfully transitioning from institutional settings (i.e. number of people assisted through formal coordinated or evidence-based transitions programs).

7.2. Minimum Reporting Requirements:

The Table below defines the program reporting data requirements and their source. There will be custom reporting capabilities through Refer7.

| Program Reporting Data Requirement                                                                                                                                                                                    | Data Source                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Program Requirements</b>                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                |
| Adherence to all minimum program and operational requirements                                                                                                                                                         | Contract review assessment tool, site visits                                                                                                                                                                                                                                                   |
| <b>Information, Referral, and Assistance and Awareness</b>                                                                                                                                                            |                                                                                                                                                                                                                                                                                                |
| Number of customer satisfaction surveys sent annually                                                                                                                                                                 | Customized Report                                                                                                                                                                                                                                                                              |
| Number of staff who have received training related to cultural competency                                                                                                                                             | Customized Report                                                                                                                                                                                                                                                                              |
| Number of community outreach and educational events staff participated in annually                                                                                                                                    | Customized Report                                                                                                                                                                                                                                                                              |
| Number of AIRS certified staff                                                                                                                                                                                        | Customized Report                                                                                                                                                                                                                                                                              |
| Number of contacts annually                                                                                                                                                                                           | Refer7                                                                                                                                                                                                                                                                                         |
| Staff follows policies and procedures for the Refer7 system, and other DHHS supported systems such as but no limited to New Heights.                                                                                  | Refer 7 reports, Contract review, New Heights reports                                                                                                                                                                                                                                          |
| Number of home visits annually                                                                                                                                                                                        | Refer7                                                                                                                                                                                                                                                                                         |
| Number of follow ups performed annually                                                                                                                                                                               | Refer7                                                                                                                                                                                                                                                                                         |
| Number of contact and client types by type and % as defined by BEAS                                                                                                                                                   | Refer7                                                                                                                                                                                                                                                                                         |
| Number of referrals made for services not provided annually                                                                                                                                                           | Refer7                                                                                                                                                                                                                                                                                         |
| Number of 'unmet need' provisions documented annually                                                                                                                                                                 | Refer7                                                                                                                                                                                                                                                                                         |
| <b>Options Counseling (OC) and Person Centered Transition Support:</b>                                                                                                                                                |                                                                                                                                                                                                                                                                                                |
| ServiceLink contractors adhere to the Quality Assurance process based on the National Evaluation Framework to define, track, report, and fine-tune progress in achieving national outcomes and performance standards. | Quantifiable individual-level feedback documenting their personal experience, documentation of the number and percent of all individuals with service plans who were offered the option to self-direct and choose to do so, and consumer satisfaction surveys, customized reports, and Refer7. |
| All staff who provide Options Counseling are Nationally Certified                                                                                                                                                     |                                                                                                                                                                                                                                                                                                |
| % Of people report they are able to make informed decisions about their LTSS as a result of the information and if necessary the one-on-one counseling they and or their family caregiver receive.                    |                                                                                                                                                                                                                                                                                                |
| % Of individuals who report they have effectively and seamlessly navigated through the LTSS system and successfully accessed the options they have identified                                                         |                                                                                                                                                                                                                                                                                                |
| % Of persons to have had the opportunity to self-direct their services and supports                                                                                                                                   |                                                                                                                                                                                                                                                                                                |
| % Of individuals who report they have made optimal use of their own private resources and their informal support system                                                                                               |                                                                                                                                                                                                                                                                                                |





Exhibit A Amendment #1

| Program Reporting Data Requirement                                                                                                                                                                                            | Data Source               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Number of Options Counseling sessions conducted in hospitals, rehabilitation facilities, nursing homes, or at home.                                                                                                           | Refer 7                   |
| Number of Options Counseling assessments conducted annually                                                                                                                                                                   | Refer 7                   |
| Number of developed action plans annually                                                                                                                                                                                     | Refer 7                   |
| A minimum of 4 formal agreements with major pathways has been established by the completion Date in box 1.7 of the General Provisions, Form P-37.                                                                             | Copies of agreements      |
| Number of individuals receiving eligibility coordination annually                                                                                                                                                             | Refer 7                   |
| Number of screenings for public programs performed                                                                                                                                                                            | Refer7                    |
| Number of Medicaid appointments scheduled by the ServiceLink contractor                                                                                                                                                       | New Heights               |
| <b>NH Family Caregiver Support Program:</b>                                                                                                                                                                                   |                           |
| Number of staff trained in Powerful Tools for Caregivers curriculum                                                                                                                                                           | Customized Report         |
| Number of Powerful Tools for Caregivers trainings conducted annually (six-week session = 1)                                                                                                                                   | Customized Report         |
|                                                                                                                                                                                                                               | Customized Report         |
| Number of other caregiver specific training sessions conducted annually                                                                                                                                                       | Customized Report         |
| Number of community outreach/information sessions conducted annually                                                                                                                                                          | Customized Report         |
| Number of individuals who received Title III-E respite services annually                                                                                                                                                      | Customized Report, Refer7 |
| Number of caregiver support group meetings held in the community by the ServiceLink contractor staff annually                                                                                                                 | Customized Report         |
| Average number of attendees at support group meetings                                                                                                                                                                         | Customized Report         |
| Number of family caregivers who receive I&R (access assistance) annually                                                                                                                                                      | Refer7                    |
| Number of one-on-one counseling sessions                                                                                                                                                                                      | Refer7                    |
| Number of in-person Options Counseling assessments of the family caregiver needs completed annually                                                                                                                           | Refer7                    |
| <b>State Health Insurance Assistance Program (SHIP):</b>                                                                                                                                                                      |                           |
| Specific performance measures: SHIP Grant sets forth performance levels to measure SHIP effectiveness to determines future grant funding based on the following elements:                                                     |                           |
| Number of total client contacts (in person office, in person home, telephone (all durations, and contacts by email, postal, or fax) per 1,000 Medicare beneficiaries in the ServiceLink Contractors geographic area.          | Customized Report/Refer 7 |
| Number of persons reached through presentations, plus reached through booths/exhibits at health fairs, as well as enrolled at enrollment events per 100,000 Medicare beneficiaries in ServiceLink contractors geographic area | Customized Report/Refer7  |
| Number of substantial personal, direct client contacts (telephone calls of duration 10 minutes or more, in person office, in person home per 1,000 Medicare beneficiaries in ServiceLink contractors geographic area          | Customized Report/Refer7  |
| Number of contacts with Medicare beneficiaries coded as in the CMS defined Disabled program (under 65) per 1,000 Medicare beneficiaries in the ServiceLink contractor's geographic area.                                      | Refer 7                   |



Exhibit A Amendment #1

| Program Reporting Data Requirement                                                                                                                                                                                        | Data Source                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Number of unduplicated Medicare beneficiary contacts that discussed low-income (below 150% FPL, regardless of Asset coding) per 1,000 low-income Medicare beneficiaries in the ServiceLink contractors geographic region. | Refer 7                                     |
| Number of unduplicated enrollment contacts (contacts with one or more qualifying enrollment topics) discussed per 1,000 Medicare beneficiaries in the ServiceLink geographic Region.                                      | Refer 7                                     |
| Number of unduplicated Part D enrollment contacts (contacts with one or more qualifying Part D enrollment topics) discussed per 1,000 Medicare beneficiaries in the ServiceLink contractors geographic Region.            | Refer 7                                     |
| <b>Senior Medicare Patrol Program and Capacity Building programs</b>                                                                                                                                                      |                                             |
| Timely Administration for Community Living Progress Reports) for both SMP and the Capacity Building Program (see attachment).                                                                                             | Customized Report based on federal template |
| Report strategies and describe partnerships that are consistent with BEAS' work plan submitted to ACL, the SMART FACTS reporting system, OIG monitoring elements, and ACL's performances.                                 | Workplan                                    |
| Timely reporting of all SMP activities based on the Office of Investigation's (OIG) reporting elements that are entered into the SMART FACTS database.                                                                    | SMART FACTS                                 |

8. Staffing

8.1. Standards

Contractor shall be required staff to follow the National Social Work standards as follows:

- 8.1.1. Possess the knowledge, skills, and experience necessary to competently perform the activities related to their role or function within the SLRC
- 8.1.2. Ensure the client's right to privacy and ensure appropriate confidentiality when information about the client is released to others.
- 8.1.3. Ensure knowledge about resource availability, service costs, and budgetary parameters and be fiscally responsible in carrying out activities related to their role or function within the SLRC.
- 8.1.4. Treat colleagues with courtesy and respect and strive to enhance interprofessional, intraprofessional, and interagency cooperation on behalf of the client.
- 8.1.5. Provide sufficient staff to perform all tasks specified in this agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement.
- 8.1.6. Ensure that all staff have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.
- 8.1.7. Develop a Staffing Contingency Plan, including but not limited to:
  - 8.1.7.1. The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
  - 8.1.7.2. Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
  - 8.1.7.3. Discussion of time frames necessary for obtaining replacements;
  - 8.1.7.4. Capabilities to provide, in a timely manner, replacements/additions with comparable experience; and
  - 8.1.7.5. Method of bringing replacements/additions up-to-date regarding this Agreement.



Exhibit A Amendment #1

- 
- 8.1.8. Provide staffing models that will be used by the subcontractors, if applicable.
- 8.1.9. Provide resumes for any changes in key administrative staff to include: CEO, CFO, COO, Executive Director, Financial Manager and managers that supervise staff and volunteers for the programs and services included in this agreement.
- 8.1.10. Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a DHHS State Registry check before the staff member begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.
- 8.1.11. Vacant positions will not be funded. Funds paid for vacant positions shall be recovered during the agreement period.
- 8.1.12. Contractor shall maintain written job/service descriptions for paid and volunteer staffs for the aforementioned staffing model that reflect the scope and duties of their respective roles.
- 8.1.13. Contractor shall conduct a written job competency/service performance review for all paid and volunteer staff annually. Performance reviews must include all competencies and requirements. If agencies use standardized performance review forms an addendum to this process must be established in order to be in compliance with program requirements.
- 8.2. The Contractor shall commit staff for the following positions:
- 8.2.1. Program Management
- Contractor shall be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight. The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the DHHS ServiceLink Resource Center Program Manager.
- 8.2.1.1. Required Certification:
- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
  - Obtain training and certification in Options Counseling within 6 months of hire
  - SHIP/SMP certification
- 8.2.2. Information, Referral, & Assistance and Awareness
- The position links individuals who need assistance with appropriate service providers and/or supplies descriptive information about the agencies or organizations, which offer services.
- 8.2.2.1. Required Certification;
- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
  - Obtain certification as a State Health Insurance Assistance Program (SHIP)
  - Senior Medicare Patrol (SMP) Counselor within year of hire. Training for this Certification must begin within 6 months of hire.
- 8.2.3. Options Counseling and Person Centered Transition Support
- This position provides person centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for persons in need of long-term supports and services.
- 8.2.3.1. Required Certification:
- Acquire the Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
  - Obtain training and certification in Options Counseling within 6 months of hire.
  - Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor



Exhibit A Amendment #1

8.2.4. Options Counseling: Caregiver Specialist

Provide person centered needs assessments, options counseling and referrals, one on one support and consumer-directed services based on the needs, preferences of the caregiver. This position also provides:

- Provide one on one counseling with caregivers to help them problem-solve their unique situation.
- Offer education, support, advocacy and follow-up.
- Facilitate training related to assisting family caregivers. This includes detailed knowledge about issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- Data collection, reporting.

8.2.4.1. Required Certification:

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
- Obtain training and certification in Options Counseling within 6 months of hire.
- Trained/Licensed in Powerful Tools for Caregivers curriculum
- Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor

8.2.5. State Health Insurance Assistance Program (SHIP)

Contractor shall provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's goals and performance measures for their County/Region

8.2.5.1. Required Certification:

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
- Within 6 months of hire:
- Obtain certification as a SHIP and SMP Counselor
- Obtain training and certification in Options Counseling

8.2.6. Senior Medicare Patrol Program (SMP)

Contractor shall provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's deliverables, goals and performance measures for the State/ County/Region.

8.2.6.1. Required Certification

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
- Obtain certification as a SHIP and SMP Counselor, within 6 months of hire

9. Work Plan

Within thirty (30) days of the effective date of the contract, Contractor shall develop and submit to DHHS a detailed work plan that identifies deliverables and includes reasonable timelines for completion of the. DHHS will monitor this contract via this work plan and performance measures defined in the contract.



**Exhibit A Amendment #1**

During the course of this contract period it may be necessary to revise or modify the deliverables and the work plan referred to above to meet the primary objectives defined by the federal grantor. DHHS staff will work with the contractor to develop a solution that takes into consideration resources and timelines for completion. The above-mentioned work plan to be developed will be adjusted accordingly, but in no case will timelines extend beyond the grant award period and or contract period.

- 9.1. Updated Workplan: Within thirty (30) days of the effective date of any amendment to the agreement, the contractor shall submit a revised workplan to DHHS.

**10. Cultural Considerations:**

The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the effective date of Amendment #2 to the Agreement.

**11. Privacy and Security of Client Information**

DHHS is the designated owner of all data related to the programs provided under this contract and shall approve all access to that data. Contractor shall not have ownership of State data at any time. Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache.

**12. E-Studio**

Contractors shall be required to use DHHS' E-Studio electronic information system. E-Studio is DHHS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Use consistent spelling. Contractor is strongly encouraged to identify all of the key agency personnel who need to have E-Studio accounts to ensure that information from DHHS can be shared with the necessary agency staff. There is no cost to the organization for DHHS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio.

**13. Contract Monitoring**

- 13.1. The Contractor shall:
- 13.2. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 13.3. Ensure the Department is provided with access that includes but is not limited to:
  - 13.3.1. Data
  - 13.3.2. Financial records
  - 13.3.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 13.3.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 13.3.5. Scheduled phone access to Contractor principals and staff



**Exhibit B - Amendment #2**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, in accordance with the budgets defined in Section 5 below, for the services provided by the Contractor pursuant to Exhibit A, Amendment #1 Scope of Services.
2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

| CFDA # | Federal Agency                         | Grant Description                                                              |
|--------|----------------------------------------|--------------------------------------------------------------------------------|
| 93.778 |                                        | Medicaid Grants                                                                |
| 93.667 | Administration for Children & Families | Social Services Block Grant                                                    |
| 93.052 | Administration for Community Living    | Family Caregiver Support<br>Title III E                                        |
| 93.517 | Administration for Community Living    | Aging and Disability Resource Center Options<br>Counseling Enhancement Program |
| 93.324 | Administration for Community Living    | State Health Insurance Assistance Program                                      |
| 93.048 | Administration for Community Living    | Senior Medicare Patrol Project                                                 |
| 93.071 | Administration for Community Living    | CMS LIS/MSP Outreach to Low Income<br>Medicare Beneficiaries (MIPPA)           |

- 2.1. The Contractor agrees to provide the services in Exhibit A, Amendment #1, Scope of Services in compliance with funding requirements.

3. Account Numbers in Block 1.6 of the General Provisions of this Agreement, Form P-37 as follows:

| Grant                                                                          | State Account Number                |
|--------------------------------------------------------------------------------|-------------------------------------|
| NH State General Funds                                                         | 05-95-48-481010-95650000-102-500731 |
| Social Services Block Grant                                                    | 05-95-48-481010-92550000-545-500387 |
| Medicaid                                                                       | 05-95-48-481510-61800000-550-500398 |
| Aging and Disability Resource Center Options<br>Counseling Enhancement Program | 05-95-48-481010-78720000-072-500575 |
| Family Caregiver Support<br>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<br>Medicare Beneficiaries (MIPPA)           | 05-95-48-481010-88880000-102-500731 |



## Exhibit B - Amendment #2

4. Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

Financial Manager  
Division of Community Based Care Services  
Department of Health and Human Services  
129 Pleasant Street, Brown Building  
Concord, NH 03301

5. Payment for contracted services will be made cost reimbursement basis only, for allowable expenses based on budgets identified as Exhibits B-1 through Exhibit s B-15. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form.

5.1. Payment for contracted services shall be made on cost reimbursement basis only, for allowable expenses based on the budgets identified as Exhibit B-16 and Exhibit B-17 and in accordance with the Department approved individual program budgets.

5.2. The Contractor will provide invoices on Department supplied forms.

5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

6. The Contractor shall submit to the Department the subcontractor's budget for review and approval. The Contractor shall submit to the Department copies of their invoices and the subcontractor's invoices for actual expenses that support the requests for reimbursement.

7. The Information, Referral, and Awareness Program Budgets Exhibit B-1 and B-6 Contract Share is funded by various sources as a percentage of the total as follows:

7.1. NH State General Funds SFY14: 47% SFY15: 49%

7.2. Social Services Block Grant SFY14: 15% SFY15: 14%

7.3. Medicaid SFY14: 38% SFY15: 37%

8. The Options Counseling and Person Centered Transition Support Programs Budgets Exhibit B-2 and B-7 Contract Share is funded by various sources as a percentage of the total as follows:

8.1. Medicaid SFY14: 64% SFY15: 88%

8.2. ADRC Grant SFY14: 36% SFY15: 12%

9. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibit B-1 through B-17 Budgets, to adjust amounts within the budgets and between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

11. Community Support Requirement: When the Contractor elects to provide additional funding toward the cost of the programs, then the Contractor is obligated to fund the difference between the total 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.



### Exhibit B - Amendment #2

---

12. The Contractor shall complete Time Sheets for staff as instructed and on forms provided by THE DEPARTMENT.
13. Financial Reporting Requirements: The Contractor shall submit Monthly Financial Reports to THE DEPARTMENT upon request.
14. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Monthly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.
15. Veterans Directed Home and Community Based Program: The Contractor shall provide the scope of work as defined in Section 4.9 of Exhibit A, Amendment #1, at no charge to the State of New Hampshire for the contract period.



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: Options Counseling and Person Centered Transitions Support Program

(Name of Program)

Budget Period: 7/1/14 - 6/30/15

| Line Item                              | Total Program Cost  |             |                     | Contractor Share / Month |             |             | Requested Budget to be Funded by DHHS Contract Share |             |                     |
|----------------------------------------|---------------------|-------------|---------------------|--------------------------|-------------|-------------|------------------------------------------------------|-------------|---------------------|
|                                        | Direct              | Indirect    | Total               | Direct                   | Indirect    | Total       | Direct                                               | Indirect    | Total               |
|                                        | Incremental         | Fixed       |                     | Incremental              | Fixed       |             | Incremental                                          | Fixed       |                     |
| 1. Total Salary/Wages                  | \$ 42,486.00        | \$ -        | \$ 42,486.00        | \$ -                     | \$ -        | \$ -        | \$ 42,531.67                                         | \$ -        | \$ 42,531.67        |
| 2. Employee Benefits                   | \$ 11,277.00        | \$ -        | \$ 11,277.00        | \$ -                     | \$ -        | \$ -        | \$ 11,277.00                                         | \$ -        | \$ 11,277.00        |
| 3. Consultants                         | \$ 1,862.00         | \$ -        | \$ 1,862.00         | \$ -                     | \$ -        | \$ -        | \$ 1,862.00                                          | \$ -        | \$ 1,862.00         |
| 4. Equipment:                          | \$ -                | \$ -        | \$ -                | \$ -                     | \$ -        | \$ -        | \$ -                                                 | \$ -        | \$ -                |
| Rental                                 | \$ 441.00           | \$ -        | \$ 441.00           | \$ -                     | \$ -        | \$ -        | \$ 441.00                                            | \$ -        | \$ 441.00           |
| Repair and Maintenance                 | \$ 828.00           | \$ -        | \$ 828.00           | \$ -                     | \$ -        | \$ -        | \$ 828.00                                            | \$ -        | \$ 828.00           |
| Purchase/Depreciation                  | \$ 503.00           | \$ -        | \$ 503.00           | \$ -                     | \$ -        | \$ -        | \$ 503.00                                            | \$ -        | \$ 503.00           |
| 5. Supplies:                           | \$ -                | \$ -        | \$ -                | \$ -                     | \$ -        | \$ -        | \$ -                                                 | \$ -        | \$ -                |
| Educational                            | \$ -                | \$ -        | \$ -                | \$ -                     | \$ -        | \$ -        | \$ -                                                 | \$ -        | \$ -                |
| Lab                                    | \$ -                | \$ -        | \$ -                | \$ -                     | \$ -        | \$ -        | \$ -                                                 | \$ -        | \$ -                |
| Pharmacy                               | \$ -                | \$ -        | \$ -                | \$ -                     | \$ -        | \$ -        | \$ -                                                 | \$ -        | \$ -                |
| Medical                                | \$ -                | \$ -        | \$ -                | \$ -                     | \$ -        | \$ -        | \$ -                                                 | \$ -        | \$ -                |
| Office                                 | \$ 890.00           | \$ -        | \$ 890.00           | \$ -                     | \$ -        | \$ -        | \$ 890.00                                            | \$ -        | \$ 890.00           |
| 6. Travel                              | \$ 7,358.00         | \$ -        | \$ 7,358.00         | \$ -                     | \$ -        | \$ -        | \$ 7,358.00                                          | \$ -        | \$ 7,358.00         |
| 7. Occupancy                           | \$ 4,172.00         | \$ -        | \$ 4,172.00         | \$ -                     | \$ -        | \$ -        | \$ 4,172.00                                          | \$ -        | \$ 4,172.00         |
| 8. Current Expenses                    | \$ -                | \$ -        | \$ -                | \$ -                     | \$ -        | \$ -        | \$ -                                                 | \$ -        | \$ -                |
| Telephone                              | \$ 428.00           | \$ -        | \$ 428.00           | \$ -                     | \$ -        | \$ -        | \$ 428.00                                            | \$ -        | \$ 428.00           |
| Postage                                | \$ 229.00           | \$ -        | \$ 229.00           | \$ -                     | \$ -        | \$ -        | \$ 229.00                                            | \$ -        | \$ 229.00           |
| Subscriptions                          | \$ 38.00            | \$ -        | \$ 38.00            | \$ -                     | \$ -        | \$ -        | \$ 38.00                                             | \$ -        | \$ 38.00            |
| Audit and Legal                        | \$ 1,436.00         | \$ -        | \$ 1,436.00         | \$ -                     | \$ -        | \$ -        | \$ 1,436.00                                          | \$ -        | \$ 1,436.00         |
| Insurance                              | \$ 979.00           | \$ -        | \$ 979.00           | \$ -                     | \$ -        | \$ -        | \$ 979.00                                            | \$ -        | \$ 979.00           |
| Board Expenses                         | \$ -                | \$ -        | \$ -                | \$ -                     | \$ -        | \$ -        | \$ -                                                 | \$ -        | \$ -                |
| 9. Software                            | \$ 45.00            | \$ -        | \$ 45.00            | \$ -                     | \$ -        | \$ -        | \$ 45.00                                             | \$ -        | \$ 45.00            |
| 10. Marketing/Communications           | \$ 503.00           | \$ -        | \$ 503.00           | \$ -                     | \$ -        | \$ -        | \$ 503.00                                            | \$ -        | \$ 503.00           |
| 11. Staff Education and Training       | \$ 71.00            | \$ -        | \$ 71.00            | \$ -                     | \$ -        | \$ -        | \$ 71.00                                             | \$ -        | \$ 71.00            |
| 12. Subcontracts/Agreements            | \$ -                | \$ -        | \$ -                | \$ -                     | \$ -        | \$ -        | \$ -                                                 | \$ -        | \$ -                |
| 13. Other (specify details mandatory): | \$ -                | \$ -        | \$ -                | \$ -                     | \$ -        | \$ -        | \$ -                                                 | \$ -        | \$ -                |
| Internet & web-design                  | \$ 386.00           | \$ -        | \$ 386.00           | \$ -                     | \$ -        | \$ -        | \$ 386.00                                            | \$ -        | \$ 386.00           |
| Executive Director wages & benefits    | \$ 6,270.00         | \$ -        | \$ 6,270.00         | \$ -                     | \$ -        | \$ -        | \$ 6,270.00                                          | \$ -        | \$ 6,270.00         |
| <b>TOTAL</b>                           | <b>\$ 80,202.00</b> | <b>\$ -</b> | <b>\$ 80,202.00</b> | <b>\$ -</b>              | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 80,247.67</b>                                  | <b>\$ -</b> | <b>\$ 80,247.67</b> |
| Indirect As A Percent of Direct        |                     |             | 0.0%                | #DIV/0!                  |             |             | 0.0%                                                 |             |                     |

Contractor Initials: *mf*  
Date: 3/17/15

| New Hampshire Department of Health and Human Services<br>COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD                                                                                                         |                    |             |              |                          |          |       |                                                        |             |              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------|--------------|--------------------------|----------|-------|--------------------------------------------------------|-------------|--------------|
| Bidder/Program Name: Lakes Region Partnership for Public Health, Inc.<br>Budget Request for: Medicare Improvements for Patients and Providers Act (MIPAA)<br>(Name of Program)<br>Budget Period: 10/1/14-6/30/15 |                    |             |              |                          |          |       |                                                        |             |              |
| Line Item                                                                                                                                                                                                        | Total Program Cost |             |              | Contractor Share / Match |          |       | Requested Budget to be Funded by Direct Contract Share |             |              |
|                                                                                                                                                                                                                  | Direct Incremental | Indirect    | Total        | Direct Incremental       | Indirect | Total | Direct Incremental                                     | Indirect    | Total        |
| 1. Total Salary/Wages                                                                                                                                                                                            | \$ 11,616.00       | \$ -        | \$ 11,616.00 | \$ -                     | \$ -     | \$ -  | \$ 11,616.00                                           | \$ -        | \$ 11,616.00 |
| 2. Employee Benefits                                                                                                                                                                                             | \$ 2,722.00        | \$ -        | \$ 2,722.00  | \$ -                     | \$ -     | \$ -  | \$ 2,722.00                                            | \$ -        | \$ 2,722.00  |
| 3. Consultants                                                                                                                                                                                                   | \$ -               | \$ -        | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                   | \$ -        | \$ -         |
| 4. Equipment:                                                                                                                                                                                                    | \$ -               | \$ -        | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                   | \$ -        | \$ -         |
| Rental                                                                                                                                                                                                           | \$ 99.00           | \$ -        | \$ 99.00     | \$ -                     | \$ -     | \$ -  | \$ 99.00                                               | \$ -        | \$ 99.00     |
| Repair and Maintenance                                                                                                                                                                                           | \$ 200.00          | \$ -        | \$ 200.00    | \$ -                     | \$ -     | \$ -  | \$ 200.00                                              | \$ -        | \$ 200.00    |
| Purchase/Depreciation                                                                                                                                                                                            | \$ 221.00          | \$ -        | \$ 221.00    | \$ -                     | \$ -     | \$ -  | \$ 221.00                                              | \$ -        | \$ 221.00    |
| 5. Supplies:                                                                                                                                                                                                     | \$ -               | \$ -        | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                   | \$ -        | \$ -         |
| Educational                                                                                                                                                                                                      | \$ -               | \$ -        | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                   | \$ -        | \$ -         |
| Lab                                                                                                                                                                                                              | \$ -               | \$ -        | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                   | \$ -        | \$ -         |
| Pharmacy                                                                                                                                                                                                         | \$ -               | \$ -        | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                   | \$ -        | \$ -         |
| Medical                                                                                                                                                                                                          | \$ -               | \$ -        | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                   | \$ -        | \$ -         |
| Office                                                                                                                                                                                                           | \$ 162.00          | \$ -        | \$ 162.00    | \$ -                     | \$ -     | \$ -  | \$ 162.00                                              | \$ -        | \$ 162.00    |
| 6. Travel                                                                                                                                                                                                        | \$ 418.00          | \$ -        | \$ 418.00    | \$ -                     | \$ -     | \$ -  | \$ 418.00                                              | \$ -        | \$ 418.00    |
| 7. Occupancy                                                                                                                                                                                                     | \$ 905.00          | \$ -        | \$ 905.00    | \$ -                     | \$ -     | \$ -  | \$ 905.00                                              | \$ -        | \$ 905.00    |
| 8. Current Expenses                                                                                                                                                                                              | \$ -               | \$ -        | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                   | \$ -        | \$ -         |
| Telephone                                                                                                                                                                                                        | \$ 200.00          | \$ -        | \$ 200.00    | \$ -                     | \$ -     | \$ -  | \$ 200.00                                              | \$ -        | \$ 200.00    |
| Postage                                                                                                                                                                                                          | \$ 48.00           | \$ -        | \$ 48.00     | \$ -                     | \$ -     | \$ -  | \$ 48.00                                               | \$ -        | \$ 48.00     |
| Subscriptions                                                                                                                                                                                                    | \$ 18.00           | \$ -        | \$ 18.00     | \$ -                     | \$ -     | \$ -  | \$ 18.00                                               | \$ -        | \$ 18.00     |
| Audit and Legal                                                                                                                                                                                                  | \$ 168.00          | \$ -        | \$ 168.00    | \$ -                     | \$ -     | \$ -  | \$ 168.00                                              | \$ -        | \$ 168.00    |
| Insurance                                                                                                                                                                                                        | \$ 98.00           | \$ -        | \$ 98.00     | \$ -                     | \$ -     | \$ -  | \$ 98.00                                               | \$ -        | \$ 98.00     |
| Board Expenses                                                                                                                                                                                                   | \$ -               | \$ -        | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                   | \$ -        | \$ -         |
| 9. Software                                                                                                                                                                                                      | \$ 10.00           | \$ -        | \$ 10.00     | \$ -                     | \$ -     | \$ -  | \$ 10.00                                               | \$ -        | \$ 10.00     |
| 10. Marketing/Communications                                                                                                                                                                                     | \$ 155.00          | \$ -        | \$ 155.00    | \$ -                     | \$ -     | \$ -  | \$ 155.00                                              | \$ -        | \$ 155.00    |
| 11. Staff Education and Training                                                                                                                                                                                 | \$ -               | \$ -        | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                   | \$ -        | \$ -         |
| 12. Subcontracts/Agreements                                                                                                                                                                                      | \$ -               | \$ -        | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                   | \$ -        | \$ -         |
| 13. Other (specific details mandatory)                                                                                                                                                                           | \$ -               | \$ -        | \$ -         | \$ -                     | \$ -     | \$ -  | \$ -                                                   | \$ -        | \$ -         |
| Internet and Web                                                                                                                                                                                                 | \$ 48.00           | \$ -        | \$ 48.00     | \$ -                     | \$ -     | \$ -  | \$ 48.00                                               | \$ -        | \$ 48.00     |
| Finance, Accounting & Contract Mgmt                                                                                                                                                                              | \$ -               | \$ 2,211.00 | \$ 2,211.00  | \$ -                     | \$ -     | \$ -  | \$ -                                                   | \$ 2,211.00 | \$ 2,211.00  |
| <b>TOTAL</b>                                                                                                                                                                                                     | \$ 17,088.00       | \$ 2,211.00 | \$ 19,299.00 | \$ -                     | \$ -     | \$ -  | \$ 17,088.00                                           | \$ 2,211.00 | \$ 19,299.00 |
| Indirect As A Percent of Direct 12.9%                                                                                                                                                                            |                    |             |              |                          |          |       |                                                        |             |              |
| #DIV/0!                                                                                                                                                                                                          |                    |             |              |                          |          |       |                                                        |             |              |

Contractor Initials: *MP*  
Date: 3/17/15

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: Lakes Region Partnership for Public Health, Inc.

Program Name ServiceLink Resource Center

Budget Period: 7/1/15 - 6/30/16

| Line Item                                 | Total Program Costs |                  |                   | Contractor Share / Match |             |             | Requested Budget to be Funded by Direct Contract Share |                  |                   |
|-------------------------------------------|---------------------|------------------|-------------------|--------------------------|-------------|-------------|--------------------------------------------------------|------------------|-------------------|
|                                           | Direct              | Indirect         | Total             | Direct                   | Indirect    | Total       | Direct                                                 | Indirect         | Total             |
| 1. Total Salary/Wages                     | \$ 271,987          | \$ -             | \$ 271,987        | \$ -                     | \$ -        | \$ -        | \$ 271,987                                             | \$ -             | \$ 271,987        |
| 2. Employee Benefits                      | \$ 61,818           | \$ -             | \$ 61,818         | \$ -                     | \$ -        | \$ -        | \$ 61,818                                              | \$ -             | \$ 61,818         |
| 3. Consultants                            | \$ -                | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -        | \$ -                                                   | \$ -             | \$ -              |
| 4. Equipment:                             | \$ -                | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -        | \$ -                                                   | \$ -             | \$ -              |
| Rental                                    | \$ 2,574            | \$ -             | \$ 2,574          | \$ -                     | \$ -        | \$ -        | \$ 2,574                                               | \$ -             | \$ 2,574          |
| Repair and Maintenance                    | \$ 7,800            | \$ -             | \$ 7,800          | \$ -                     | \$ -        | \$ -        | \$ 7,800                                               | \$ -             | \$ 7,800          |
| Purchase/Depreciation                     | \$ 5,000            | \$ -             | \$ 5,000          | \$ -                     | \$ -        | \$ -        | \$ 5,000                                               | \$ -             | \$ 5,000          |
| 5. Supplies:                              | \$ -                | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -        | \$ -                                                   | \$ -             | \$ -              |
| Educational                               | \$ -                | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -        | \$ -                                                   | \$ -             | \$ -              |
| Lab                                       | \$ -                | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -        | \$ -                                                   | \$ -             | \$ -              |
| Pharmacy                                  | \$ -                | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -        | \$ -                                                   | \$ -             | \$ -              |
| Medical                                   | \$ -                | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -        | \$ -                                                   | \$ -             | \$ -              |
| Office                                    | \$ 6,239            | \$ -             | \$ 6,239          | \$ -                     | \$ -        | \$ -        | \$ 6,239                                               | \$ -             | \$ 6,239          |
| 6. Travel                                 | \$ 11,341           | \$ -             | \$ 11,341         | \$ -                     | \$ -        | \$ -        | \$ 11,341                                              | \$ -             | \$ 11,341         |
| 7. Occupancy                              | \$ 23,849           | \$ -             | \$ 23,849         | \$ -                     | \$ -        | \$ -        | \$ 23,849                                              | \$ -             | \$ 23,849         |
| 8. Current Expenses                       | \$ -                | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -        | \$ -                                                   | \$ -             | \$ -              |
| Telephone                                 | \$ 3,025            | \$ -             | \$ 3,025          | \$ -                     | \$ -        | \$ -        | \$ 3,025                                               | \$ -             | \$ 3,025          |
| Postage                                   | \$ 1,747            | \$ -             | \$ 1,747          | \$ -                     | \$ -        | \$ -        | \$ 1,747                                               | \$ -             | \$ 1,747          |
| Subscriptions                             | \$ 677              | \$ -             | \$ 677            | \$ -                     | \$ -        | \$ -        | \$ 677                                                 | \$ -             | \$ 677            |
| Audit and Legal                           | \$ 5,390            | \$ -             | \$ 5,390          | \$ -                     | \$ -        | \$ -        | \$ 5,390                                               | \$ -             | \$ 5,390          |
| Insurance                                 | \$ 2,588            | \$ -             | \$ 2,588          | \$ -                     | \$ -        | \$ -        | \$ 2,588                                               | \$ -             | \$ 2,588          |
| Board Expenses                            | \$ -                | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -        | \$ -                                                   | \$ -             | \$ -              |
| Software                                  | \$ 1,300            | \$ -             | \$ 1,300          | \$ -                     | \$ -        | \$ -        | \$ 1,300                                               | \$ -             | \$ 1,300          |
| 10. Marketing/Communications              | \$ 1,000            | \$ -             | \$ 1,000          | \$ -                     | \$ -        | \$ -        | \$ 1,000                                               | \$ -             | \$ 1,000          |
| 11. Staff Education and Training          | \$ -                | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -        | \$ -                                                   | \$ -             | \$ -              |
| 12. Subcontracts/Agreements               | \$ -                | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -        | \$ -                                                   | \$ -             | \$ -              |
| 13. Other (specific details mandatory):   | \$ -                | \$ -             | \$ -              | \$ -                     | \$ -        | \$ -        | \$ -                                                   | \$ -             | \$ -              |
| Internet and Web                          | \$ 3,167            | \$ -             | \$ 3,167          | \$ -                     | \$ -        | \$ -        | \$ 3,167                                               | \$ -             | \$ 3,167          |
| Finance, Accounting & Contract Management | \$ -                | \$ 51,778        | \$ 51,778         | \$ -                     | \$ -        | \$ -        | \$ -                                                   | \$ 51,778        | \$ 51,778         |
| <b>TOTAL</b>                              | <b>\$ 409,502</b>   | <b>\$ 51,778</b> | <b>\$ 461,280</b> | <b>\$ -</b>              | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 409,502</b>                                      | <b>\$ 51,778</b> | <b>\$ 461,280</b> |
| Indirect As A Percent of Direct           |                     |                  | 12.6%             | #DIV/0!                  |             |             | 12.6%                                                  |                  |                   |

Contractor Initials: *MP*  
Date: *3/17/15*

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Lakes Region Partnership for Public Health, Inc.

Program Name ServiceLink Resource Center

Budget Period: 7/1/16 - 9/30/16

| Line Item                                 | Total Program Cost |           |            | Contractor Share / Match |          |       | Requested Budget to be Funded by DHS Contract Share |           |            |
|-------------------------------------------|--------------------|-----------|------------|--------------------------|----------|-------|-----------------------------------------------------|-----------|------------|
|                                           | Direct             | Indirect  | Total      | Direct                   | Indirect | Total | Direct                                              | Indirect  | Total      |
| 1. Total Salary/Wages                     | \$ 67,997          | \$ -      | \$ 67,997  | \$ -                     | \$ -     | \$ -  | \$ 67,997                                           | \$ -      | \$ 67,997  |
| 2. Employee Benefits                      | \$ 15,455          | \$ -      | \$ 15,455  | \$ -                     | \$ -     | \$ -  | \$ 15,455                                           | \$ -      | \$ 15,455  |
| 3. Consultants                            | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 4. Equipment:                             | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| Rental                                    | \$ 644             | \$ -      | \$ 644     | \$ -                     | \$ -     | \$ -  | \$ 644                                              | \$ -      | \$ 644     |
| Repair and Maintenance                    | \$ 1,950           | \$ -      | \$ 1,950   | \$ -                     | \$ -     | \$ -  | \$ 1,950                                            | \$ -      | \$ 1,950   |
| Purchase/Depreciation                     | \$ 1,250           | \$ -      | \$ 1,250   | \$ -                     | \$ -     | \$ -  | \$ 1,250                                            | \$ -      | \$ 1,250   |
| 5. Supplies:                              | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| Educational                               | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| Lab                                       | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| Pharmacy                                  | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| Medical                                   | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| Office                                    | \$ 1,560           | \$ -      | \$ 1,560   | \$ -                     | \$ -     | \$ -  | \$ 1,560                                            | \$ -      | \$ 1,560   |
| 6. Travel                                 | \$ 2,835           | \$ -      | \$ 2,835   | \$ -                     | \$ -     | \$ -  | \$ 2,835                                            | \$ -      | \$ 2,835   |
| 7. Occupancy                              | \$ 5,962           | \$ -      | \$ 5,962   | \$ -                     | \$ -     | \$ -  | \$ 5,962                                            | \$ -      | \$ 5,962   |
| 8. Current Expenses                       | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| Telephone                                 | \$ 756             | \$ -      | \$ 756     | \$ -                     | \$ -     | \$ -  | \$ 756                                              | \$ -      | \$ 756     |
| Postage                                   | \$ 437             | \$ -      | \$ 437     | \$ -                     | \$ -     | \$ -  | \$ 437                                              | \$ -      | \$ 437     |
| Subscriptions                             | \$ 169             | \$ -      | \$ 169     | \$ -                     | \$ -     | \$ -  | \$ 169                                              | \$ -      | \$ 169     |
| Audit and Legal                           | \$ 1,348           | \$ -      | \$ 1,348   | \$ -                     | \$ -     | \$ -  | \$ 1,348                                            | \$ -      | \$ 1,348   |
| Insurance                                 | \$ 647             | \$ -      | \$ 647     | \$ -                     | \$ -     | \$ -  | \$ 647                                              | \$ -      | \$ 647     |
| Board Expenses                            | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 9. Software                               | \$ 325             | \$ -      | \$ 325     | \$ -                     | \$ -     | \$ -  | \$ 325                                              | \$ -      | \$ 325     |
| 10. Marketing/Communications              | \$ 250             | \$ -      | \$ 250     | \$ -                     | \$ -     | \$ -  | \$ 250                                              | \$ -      | \$ 250     |
| 11. Staff Education and Training          | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 12. Subcontracts/Agreements               | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| 13. Other (specific details mandatory):   | \$ -               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| Internet and Web                          | \$ 792             | \$ -      | \$ 792     | \$ -                     | \$ -     | \$ -  | \$ 792                                              | \$ -      | \$ 792     |
| Finance, Accounting & Contract Management | \$ -               | \$ 12,945 | \$ 12,945  | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ 12,945 | \$ 12,945  |
| TOTAL                                     | \$ 0               | \$ -      | \$ -       | \$ -                     | \$ -     | \$ -  | \$ -                                                | \$ -      | \$ -       |
| TOTAL                                     | \$ 102,376         | \$ 12,945 | \$ 115,321 | \$ -                     | \$ -     | \$ -  | \$ 102,376                                          | \$ 12,945 | \$ 115,321 |
| Indirect As A Percent of Direct           |                    | 12.6%     |            |                          |          |       |                                                     | 12.6%     |            |

Contractor Initials: *SLH*  
Date: *3/17/15*



### SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

*MP*  
3/17/15



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis

*mp*  
3/17/15





- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to extend the completion date of the contract for up to fifteen months to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.
4. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional umbrella liability insurance coverage of not less than \$2,000,000;

*mf*

4/9/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations  
and Whistleblower protections

Contractor Initials

*mp*

*3/17/15*

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

3/17/15  
Date

Margaret M Pritchard  
Name: Margaret M Pritchard  
Title: President, BOD

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations  
and Whistleblower protections

Contractor Initials

MP

Date 3/17/15



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business





Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Name of the Contractor

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Lakes Region Partnership for Public Health, Inc.

Margaret M. Patchard

Margaret M. Patchard

President, BOD

3/17/15

# 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 19<sup>th</sup> day of February A.D. 2015

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

**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 25, 2014;

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. Margaret Pritchard is the duly elected President and Richard Wilson 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 March 17, 2015.

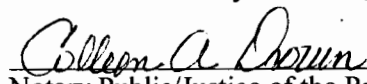
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 17th day of March, 2015.

  
Secretary, Board of Directors

(CORPORATE SEAL)  
STATE OF NH  
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 17th day of March, 2015 by John Beland.



  
Notary Public/Justice of the Peace  
My Commission Expires: 8/14/18



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                 |  |                                                                                                                                                                                                                             |  |
|-----------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>E & S Insurance Services LLC<br>21 Meadowbrook Lane<br>P O Box 7425<br>Gilford NH 03247-7425 |  | <b>CONTACT NAME:</b> Pat Mack<br><b>PHONE (A/C No. Ext):</b> (603) 293-2791<br><b>FAX (A/C No):</b> (603) 293-7188<br><b>E-MAIL ADDRESS:</b> pat@esinsurance.com                                                            |  |
| <b>INSURED</b><br>Lakes Region Partnership for Public Health,<br>67 Water Street, Suite 105<br>Laconia NH 03246 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Great American Ins Group<br><b>INSURER B:</b> Hartford Underwriters Insurance<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                                 |  | <b>NAIC #</b><br>30104                                                                                                                                                                                                      |  |

COVERAGES CERTIFICATE NUMBER: 2015 Cert w/higher Umb. REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                 | ADDL SUBR INSR WVD                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                     | MAC3793453-09 | 3/10/2015               | 3/10/2016               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                |                                     | CAP1898681-05 | 3/10/2015               | 3/10/2016               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Uninsured motorist combined \$ 1,000,000                                     |
|          | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                           |                                     | UMB3793454-09 | 3/10/2015               | 3/10/2016               | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000                                                                                                                                                                                    |
|          | <b>B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                   | Y/N<br><input type="checkbox"/> N/A | 04WECRJ0009   | 1/1/2015                | 1/1/2016                | WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>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<br><br>State of NH Dept of Health & Human Serv.<br>Contracts & Procurement<br>Attn: Catherine Cormier, Contract Admin<br>129 Pleasant Street<br>Concord, NH 03301-3857 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br>Pat Mack/PAT <i>Pat Mack</i> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# **Lakes Region Partnership for Public Health, Inc.**

67 Water Street, Suite 105, Laconia, NH 03246 ~ 603.528.2145 ~ [www.LRPPH.org](http://www.LRPPH.org)



**Mission:** To improve the health and well being of the Lakes Region through inter-organizational collaboration and community and public health improvement activities.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.

FINANCIAL STATEMENTS

JUNE 30, 2014 and 2013

COMPLIANCE REPORT JUNE 30, 2014

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.

FINANCIAL STATEMENTS AND COMPLIANCE REPORT

JUNE 30, 2014 and 2013

TABLE OF CONTENTS

|                                                                                                                                                                                                                             | Page   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Independent Auditors' Report                                                                                                                                                                                                | 1      |
| Statements of Financial Position                                                                                                                                                                                            | 2      |
| Statements of Activities                                                                                                                                                                                                    | 3      |
| Statements of Functional Expenses                                                                                                                                                                                           | 4      |
| Statements of Cash Flows                                                                                                                                                                                                    | 6      |
| Notes to Financial Statements                                                                                                                                                                                               | 7      |
| <u>Supplementary Information and Compliance Report</u>                                                                                                                                                                      |        |
| <br>Schedule of Expenditures of Federal Awards                                                                                                                                                                              | <br>14 |
| Notes to Schedule of Expenditures of Federal Awards                                                                                                                                                                         | 16     |
| Independent Auditors' Report on Internal Control Over<br>Financial Reporting and on Compliance and Other Matters<br>Based on an Audit of Financial Statements Performed<br>in Accordance with Government Auditing Standards | 17     |
| Independent Auditors' Report on Compliance for each<br>Major Program and on Internal Control over Compliance<br>Required by OMB Circular A-133                                                                              | 19     |
| Schedule of Findings and Questioned Costs                                                                                                                                                                                   | 21     |
| Summary Schedule of Prior Audit Findings                                                                                                                                                                                    | 23     |



Kenneth R. Malone, CPA  
James F. Dirubbo, CPA, CGMA  
Ronda J. Kilanowski, CPA, CGMA  
Penny I. Raby, CPA, CGMA  
Robert E. Reed, CPA  
Tracey L. Livernois, CPA  
Robert A. Lemay, CPA  
Shirley E. Perry, EA  
Stephanie A. Sinclair, EA

www.mdccpas.com  
info@mdccpas.com

501 Union Avenue, Suite 1  
Laconia, NH 03246-2817

603-528-2241  
Fax 603-528-7624

64 Franklin Street  
Franklin, NH 03235-1610

603-934-2942  
Fax 603-934-5384

9 West Street  
Lincoln, NH 03251

603-745-3121  
Fax 603-745-3312

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, 2014 and 2013, 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, 2014 and 2013, 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 November 3, 2014 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  
November 3, 2014

LIABILITIES AND NET ASSETS

|                                  | <u>2014</u>       | <u>2013</u>       |
|----------------------------------|-------------------|-------------------|
| CURRENT LIABILITIES              |                   |                   |
| Accounts payable                 | \$ 161,075        | \$ 38,516         |
| Deferred contract revenue        | 116,576           | 99,851            |
| Fiduciary funds                  | 28,839            | 29,707            |
| Accrued compensated absences     | 21,545            | 11,726            |
| Accrued payroll                  | 18,184            | 16,250            |
| Accrued other expenses           | 15,358            | 15,000            |
| Total Current Liabilities        | <u>361,577</u>    | <u>211,050</u>    |
| Total Liabilities                | <u>361,577</u>    | <u>211,050</u>    |
| NET ASSETS                       |                   |                   |
| Unrestricted                     | 126,432           | 107,708           |
| Temporarily restricted           | 8,188             | 7,104             |
| Total Net Assets                 | <u>134,620</u>    | <u>114,812</u>    |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 496,197</u> | <u>\$ 325,862</u> |

See accompanying notes and independent auditors' report

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
STATEMENTS OF ACTIVITIES  
JUNE 30

|                                                          | <u>2014</u>  | <u>%</u> | <u>Restated</u><br><u>2013</u> | <u>%</u> |
|----------------------------------------------------------|--------------|----------|--------------------------------|----------|
| UNRESTRICTED NET ASSETS                                  |              |          |                                |          |
| Unrestricted Support                                     |              |          |                                |          |
| Federal funds                                            | \$ 1,181,160 | 73.7     | \$ 847,152                     | 72.2     |
| State funds                                              | 194,222      | 12.1     | 105,823                        | 9.0      |
| Private grants and awards                                | 112,471      | 7.0      | 134,802                        | 11.5     |
| In-kind support                                          | 83,098       | 5.2      | 43,010                         | 3.7      |
| Contributions                                            | 20,675       | 1.3      | 13,502                         | 1.2      |
| Special events                                           | 3,632        | 0.2      | 1,424                          | 0.1      |
| Miscellaneous income                                     | 3,127        | 0.2      | 6,280                          | 0.5      |
| Agent fees                                               | 2,330        | 0.1      | 15,881                         | 1.4      |
| Interest income                                          | 40           | 0.0      | 119                            | 0.0      |
| Total Support                                            | 1,600,755    | 99.8     | 1,167,993                      | 99.6     |
| Net assets released from restrictions                    | 2,548        | 0.2      | 5,100                          | 0.4      |
| Total Unrestricted Support and Revenue                   | 1,603,303    | 100.0    | 1,173,093                      | 100.0    |
| Expenses                                                 |              |          |                                |          |
| Programs services                                        | 1,406,247    | 87.7     | 964,217                        | 82.4     |
| Management and general                                   | 176,849      | 11.0     | 170,050                        | 14.5     |
| Fundraising                                              | 1,483        | 0.1      | 1,217                          | 0.1      |
| Total Expenses                                           | 1,584,579    | 98.8     | 1,135,484                      | 97.0     |
| INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS           | 18,724       | 1.2      | 37,609                         | 3.0      |
| TEMPORARILY RESTRICTED NET ASSETS                        |              |          |                                |          |
| Federal & state contract and awards                      | -            |          | 2,500                          |          |
| Private grants and awards                                | 3,632        |          | 1,999                          |          |
| Net assets released from restrictions                    | (2,548)      |          | (5,100)                        |          |
| INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS | 1,084        |          | (601)                          |          |
| INCREASE (DECREASE) IN NET ASSETS                        | 19,808       |          | 37,008                         |          |
| NET ASSETS AT BEGINNING OF YEAR                          | 114,812      |          | 77,804                         |          |
| NET ASSETS AT END OF YEAR                                | \$ 134,620   |          | \$ 114,812                     |          |

See accompanying notes and independent auditors' report

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
STATEMENT OF FUNCTIONAL EXPENSES  
JUNE 30, 2014

|                               | Program      | Management &<br>Administrative | Fundraising | Total        | %    |
|-------------------------------|--------------|--------------------------------|-------------|--------------|------|
| Salaries and wages            | \$ 472,330   | \$ 122,328                     | \$ -        | \$ 594,658   | 37.1 |
| Employee benefits & insurance | 91,487       | 21,483                         | -           | 112,970      | 7.0  |
| Contracts and subgrantees     | 618,782      | -                              | -           | 618,782      | 38.6 |
| Donated program services      | 81,868       | -                              | -           | 81,868       | 5.1  |
| Occupancy                     | 37,222       | 205                            | -           | 37,427       | 2.3  |
| Professional fees             | 10,713       | 23,218                         | -           | 33,931       | 2.1  |
| Staff education/meetings      | 28,978       | 1,182                          | -           | 30,160       | 1.9  |
| Repair and maintenance        | 12,477       | 420                            | -           | 12,897       | 0.8  |
| Program supplies              | 12,335       | 130                            | -           | 12,465       | 0.8  |
| Equipment purchase/rent       | 10,993       | -                              | -           | 10,993       | 0.7  |
| Communications expense        | 9,422        | 340                            | -           | 9,762        | 0.6  |
| Office expense                | 8,296        | 891                            | -           | 9,187        | 0.6  |
| Insurance                     | 7,707        | 880                            | -           | 8,587        | 0.5  |
| Depreciation                  | -            | 4,726                          | -           | 4,726        | 0.3  |
| Postage                       | 1,944        | 20                             | -           | 1,964        | 0.1  |
| Miscellaneous                 | 712          | 1,026                          | -           | 1,738        | 0.1  |
| Fundraising                   | -            | -                              | 1,483       | 1,483        | 0.1  |
| Dues                          | 981          | -                              | -           | 981          | 0.1  |
| Total Functional Expenses     | \$ 1,406,247 | \$ 176,849                     | \$ 1,483    | \$ 1,584,579 | 98.8 |

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
STATEMENT OF FUNCTIONAL EXPENSES - Restated  
JUNE 30, 2013

|                               | Program    | Management &<br>Administrative | Fundraising | Total        | %    |
|-------------------------------|------------|--------------------------------|-------------|--------------|------|
| Salaries and wages            | \$ 346,283 | \$ 105,311                     | \$ -        | \$ 451,594   | 38.5 |
| Employee benefits & insurance | 60,810     | 17,498                         | -           | 78,308       | 6.7  |
| Contract service              | 347,858    | -                              | -           | 347,858      | 29.7 |
| Community education           | 48,370     | -                              | -           | 48,370       | 4.1  |
| Donated program services      | 43,010     | -                              | -           | 43,010       | 3.7  |
| Professional fees             | 4,463      | 33,707                         | -           | 38,170       | 3.3  |
| Occupancy                     | 28,253     | -                              | -           | 28,253       | 2.4  |
| Staff education/meetings      | 21,518     | 1,844                          | 68          | 23,430       | 2.0  |
| Program supplies              | 19,750     | 574                            | 280         | 20,604       | 1.8  |
| Office expense                | 16,500     | 934                            | 17          | 17,451       | 1.5  |
| Insurance                     | 7,276      | 900                            | -           | 8,176        | 0.7  |
| Repair and maintenance        | 6,867      | 431                            | -           | 7,298        | 0.6  |
| Communications expense        | 4,915      | 1,946                          | -           | 6,861        | 0.6  |
| Depreciation                  | -          | 5,675                          | -           | 5,675        | 0.5  |
| Equipment purchase/rent       | 3,845      | -                              | -           | 3,845        | 0.3  |
| Miscellaneous                 | 892        | 1,219                          | -           | 2,111        | 0.2  |
| Postage                       | 1,949      | 11                             | -           | 1,960        | 0.2  |
| Fundraising                   | 967        | -                              | 852         | 1,819        | 0.2  |
| Dues                          | 691        | -                              | -           | 691          | -    |
| Total Functional Expenses     | \$ 964,217 | \$ 170,050                     | \$ 1,217    | \$ 1,135,484 | 97.0 |

See accompanying notes and independent auditors' report

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
STATEMENTS OF CASH FLOWS  
JUNE 30

|                                                                                      | <u>2014</u>       | <u>2013</u>       |
|--------------------------------------------------------------------------------------|-------------------|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES                                                 |                   |                   |
| Increase(decrease) in net assets                                                     | \$ 19,808         | \$ 37,008         |
| Adjustments to reconcile net assets to<br>net cash provided by (used in) operations: |                   |                   |
| (Increase) decrease in assets:                                                       |                   |                   |
| Depreciation and amortization                                                        | 4,726             | 5,675             |
| (Increase) decrease in contracts receivable                                          | (60,115)          | (7,223)           |
| (Increase) decrease in grants receivable                                             | 2,250             | 750               |
| (Increase) decrease in prepaid expenses                                              | (11,137)          | 35,035            |
| Increase (decrease) in liabilities:                                                  |                   |                   |
| Increase (decrease) in accounts payable                                              | 122,559           | 5,113             |
| Increase (decrease) in accrued liabilities                                           | 12,111            | 3,264             |
| Increase (decrease) in fiduciary passthrough                                         | (868)             | 4,704             |
| Increase (decrease) in deferred revenue                                              | 16,725            | 4,318             |
| Cash Provided by (Used in) Operations                                                | <u>106,059</u>    | <u>88,644</u>     |
| CASH FLOWS FROM INVESTING ACTIVITIES                                                 |                   |                   |
| Change in restricted cash                                                            | <u>(5,330)</u>    | <u>(1,989)</u>    |
| Net Cash Provided by (Used in) Investing<br>Activities                               | <u>(5,330)</u>    | <u>(1,989)</u>    |
| CASH FLOWS FROM FINANCING ACTIVITIES                                                 |                   |                   |
| Payment on long-term debt                                                            | <u>-</u>          | <u>(1,695)</u>    |
| Net Cash Provided by (Used in) Financing<br>Activities                               | <u>-</u>          | <u>(1,695)</u>    |
| Net increase (decrease) in cash & cash equivalents                                   | 100,729           | 84,960            |
| Cash & cash equivalents, Beginning of Year                                           | <u>134,993</u>    | <u>50,033</u>     |
| Cash & cash equivalents, End of Year                                                 | <u>\$ 235,722</u> | <u>\$ 134,993</u> |
| Supplemental disclosure of cash flow information                                     |                   |                   |
| Cash paid during the year for interest                                               | \$ -              | \$ 9              |

See accompanying notes and independent auditors' report

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014 and 2013

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.



LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014 and 2013

Note 1 - Summary of Significant Accounting Policies (cont'd)

e. 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, 2014 and 2013, there was no unrelated business income for the organization.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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 balances which exceeded insured limits as of June 30, 2014 of \$28,606.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014 and 2013

Note 1 - Summary of Significant Accounting Policies (cont'd)

1. Advertising Costs

The Organization expenses advertising costs as they are incurred. There were no advertising costs for the years ending June 30, 2014 and 2013.

m. Accrued Vacation Wages

Employees of the Organization working full-time and part-time employees working in 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.

n. 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, 2014 and 2013.

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 2010.

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, 2014 and 2013

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, 2014 and 2013 was \$4,726 and \$5,675 respectively.

Note 3 - Line of Credit

The Organization had a \$25,000 line of credit with Bank of New Hampshire with an interest rate of 5.25% through September 3, 2013. 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, which was 5.25% at June 30, 2014. At June 30, 2014 and 2013, 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, 2014, the estimated value of the volunteers' donated time was \$83,098 based on 2267 of recorded volunteer hours valued at various rates per hour.

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.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2014 and 2013

Note 5 - Related Party Transactions

In 2014 and 2013, 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 Organization's board of directors. The payments for services were \$29,918 and \$24,533 for the years ending June 30, 2014 and 2013, respectively.

Note 6 - Concentrations

The Organization's source of revenue and support are as follows:

|                 | 2014  | 2013  |
|-----------------|-------|-------|
| Federal Sources | 73.6  | 56.6  |
| State Sources   | 12.1  | 11.7  |
| Private Grants  | 7.2   | 14.8  |
| In-Kind Support | 5.2   | 4.6   |
| Contributions   | 1.3   | 1.5   |
| Agent Fees      | 0.1   | 10.0  |
| Other           | 0.4   | 0.8   |
|                 | 100 % | 100 % |

The services provided by the Organization are funded primarily by grants and awards from federal and state funds. If federal and state budgets are reduced, they might have significant future impact on operating income.

Note 7 - Lease

The Organization entered into a one-year renewable lease for new office space in Laconia, NH with annual increases tied to the Consumer Price Index at June 30. The lease was renewed on September 1, 2014 and 2013 with monthly lease payments of \$2,030 and \$1,978, respectively. Lease expense for the years ended June 30, 2014 and 2013 was \$23,666 and \$23,316, respectively.

Effective January 1, 2014 the Organization entered into a one-year renewable lease for office space located in Tamworth NH with monthly lease payments of \$1,050. Lease expense for the year ended June 30, 2014 was \$6,300.

In addition, the Organization leases a copier, which is traded-in periodically. The copier lease expense for the years ending June 30, 2014 and 2013 was approximately \$2,756 and \$2,495, respectively.

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2014 and 2013

Note 8 - Restricted Net Assets

Substantially all of the restrictions on net assets for the year ended June 30, 2014 and 2013 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:

|                           | 2014            | 2013            |
|---------------------------|-----------------|-----------------|
| Family Caregivers Network | \$ 3,877        | \$ 4,715        |
| Volunteer CERT            | 571             | 596             |
| N4A                       | 1,006           | 1,006           |
| CERT                      | 2,500           | -               |
| Other                     | 234             | 787             |
|                           | <u>\$ 8,188</u> | <u>\$ 7,104</u> |

Note 9 - 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, 2014 and 2013 the Organization has \$190,624 and \$130,509 in contract receivable, and \$116,576 and \$99,851 in deferred contract revenue, respectively.

The contracts that are expected to be received in the next fiscal year are approximately \$1,748,000.

Note 10 - Grant Receivable

Grants receivables are as follows:

|                                  | 2014        | 2013            |
|----------------------------------|-------------|-----------------|
| Receivable in less than one year | \$ -        | \$ 2,250        |
|                                  | <u>\$ -</u> | <u>\$ 2,250</u> |

Note 11 - Restatement of Prior Period

The accompanying financial statements for 2013 have been restated to correct an error discovered in 2014 regarding the reporting of funding for the Veteran Administrative Medical Center. The effect of the restatement was to increase Unrestricted Support - Federal Funds for \$245,988 and increase Expenses - Program Services for \$245,988 on the Statement of Activities. The Statement of Functional Expenses for program services, Contract Services was increased \$245,988. There was no effect on net income.

Note 12 - Subsequent Events

In preparing these financial statements, the Organization has evaluated subsequent events and transactions for potential recognition or disclosure through November 3, 2014, 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, 2014**

| <i><b>Federal Grantor/Pass-Through Grantor/Program or<br/>Cluster Title</b></i>                                                                | <i><b>Federal CFDA<br/>Number</b></i> | <i><b>Pass-Through<br/>Entity Identifying<br/>Number</b></i> | <i><b>Federal<br/>Expenditures<br/>(\$)</b></i> |
|------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------|-------------------------------------------------|
| <b>Department of Homeland Security Pass-Through Programs</b>                                                                                   |                                       |                                                              |                                                 |
| Passed-through New Hampshire Department of Safety;<br>FEMA                                                                                     |                                       |                                                              |                                                 |
| State of New Hampshire Emergency Management<br>Performance Grants                                                                              | 97.042                                | 02-23-23-236010-<br>80920000                                 | <u>1,451</u>                                    |
| <b>Department of Health and Human Services<br/>Direct Programs</b>                                                                             |                                       |                                                              |                                                 |
| Medical Reserve Corps Small Grant Program                                                                                                      | 93.008                                | 5MRCSG101005-03                                              | 2,911                                           |
| Preventative Health and Human Services Block<br>Grant                                                                                          | 93.991                                |                                                              | 1,450                                           |
| <b>Department of Health and Human Services<br/>Pass-Through Programs:</b>                                                                      |                                       |                                                              |                                                 |
| New Hampshire Department of Health and Human<br>Services Market Place Assistors                                                                | 93.525                                |                                                              | 440,176                                         |
| State of New Hampshire Department of Health &<br>Human Services Special Programs for the Aging<br>Title IV and Title II Discretionary Projects | 93.048                                | 90MP00176/22                                                 | 17,025                                          |
| State of New Hampshire Department of Health &<br>Human Services Special Programs for the Aging<br>Title IV and Title II Discretionary Projects | 93.048                                | 90CT0160/01                                                  | 8,278                                           |
| State of New Hampshire Department of Health &<br>Human Services Social Services Block Grant                                                    | 93.667                                | 1301NHSOSR/105954<br>848101092555<br>45500387                | 7,127                                           |
| State of New Hampshire Department of Health &<br>Human Services Block Grants for Prevention and<br>Treatment of Substance Abuse                | 93.959                                | 10250073495848502                                            | 65,380                                          |
| State of New Hampshire Department of Health &<br>Human Services National Bioterrorism Hospital<br>Preparedness Program                         | 93.889                                | 059590190251051711<br>02500731                               | 10,000                                          |
| State of New Hampshire Department of Health &<br>Human Services Public Health Emergency<br>Preparedness                                        | 93.069                                | 0100905171000102                                             | 67,388                                          |
| State of New Hampshire Department of Health &<br>Human Services Nursing Home Modernization                                                     | 93.517                                | 90RO0028                                                     | 46,489                                          |
| State of New Hampshire Dept. of Health & Human<br>Services Bureau of Elderly & Adult National Family<br>Caregiver Support, Title III, Part E   | 93.052                                | 90CD1202/01                                                  | 48,233                                          |

**Lakes Region Partnership for Public Health  
Schedule of Expenditures of Federal Awards  
For the Year Ended June 30, 2014**

|                                                                                                                                                                        |        |                             |                           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------------------|---------------------------|
| State of NH Health & Human Services Lakes<br>Region Healthy Homes                                                                                                      | 93.070 | 9003600                     | 1,528                     |
| State of New Hampshire Department of Health &<br>Human Services Medicare Improvements for<br>Patients and Providers                                                    | 93.071 | IX0CMS331283                | 6,566                     |
| State of New Hampshire Department of Health &<br>Human Services School Vaccination Services                                                                            | 93.268 | 010090517800001025<br>00731 | 10,500                    |
| State of New Hampshire Department of Health &<br>Human Services Public Health Suicide Prevention<br>Project                                                            | 93.243 |                             | 9,733                     |
| Passed-through Strafford Network; Easter Seals; NH<br>Dept. of Health & Human Svc                                                                                      |        |                             |                           |
| Strafford Network; Easter Seals; NH Dept. of<br>Health & Human Service Centers for Medicare and<br>Medicaid Services (CMS) Research, Demonstrations<br>and Evaluations | 93.779 |                             | 31,254                    |
| State of New Hampshire Department of Health &<br>Human Services Medical Assistance Program                                                                             | 93.778 | 618055050039B               | 63,379                    |
| <b>Total Department of Health and Human Services</b>                                                                                                                   |        |                             | <u>837,417</u>            |
| Department of Veterans Affairs Direct Programs                                                                                                                         |        |                             |                           |
| Veterans Medical Care Benefits                                                                                                                                         | 64.009 |                             | <u>342,292</u>            |
| <b>Total Expenditures of Federal Awards</b>                                                                                                                            |        |                             | <u><u>\$1,181,160</u></u> |



LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2014

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, 2014. 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 subrecipients as follows:

| CFDA Number | Program Name                            | Amount Provided<br>to Subrecipients |
|-------------|-----------------------------------------|-------------------------------------|
| 93.525      | Market Place Assisters                  | \$320,659                           |
| 93.268      | School Vaccination Services             | 2,683                               |
| 93.069      | Public Health Emergency<br>Preparedness | 3,000                               |
| Total       |                                         | <u>\$326,342</u>                    |

Kenneth R. Malone, CPA  
James F. Dirubbo, CPA, CGMA  
Ronda J. Kilanowski, CPA, CGMA  
Penny I. Raby, CPA, CGMA  
Robert E. Reed, CPA  
Tracey L. Livernois, CPA  
Robert A. Lemay, CPA  
Shirley E. Perry, EA  
Stephanie A. Sinclair, EA

www.mdccpas.com  
info@mdccpas.com

501 Union Avenue, Suite 1  
Laconia, NH 03246-2817 603-528-2241  
Fax 603-528-7624

64 Franklin Street  
Franklin, NH 03235-1610 603-934-2942  
Fax 603-934-5384

9 West Street  
Lincoln, NH 03251 603-745-3121  
Fax 603-745-3312

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, 2014, 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 November 3, 2014.

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. However, material weaknesses may exist that have not been identified.

To The Board of Directors of  
Lakes Region Partnership for Public Health, Inc.

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 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.

*Malone, Dirubbo + Company PC*  
Malone, Dirubbo & Company, P.C.  
Lincoln, New Hampshire  
November 3, 2014

Kenneth R. Malone, CPA  
James F. Dirubbo, CPA, CGMA  
Ronda J. Kilanowski, CPA, CGMA  
Penny I. Raby, CPA, CGMA  
Robert E. Reed, CPA  
Tracey L. Livernois, CPA  
Robert A. Lemay, CPA  
Shirley E. Perry, EA  
Stephanie A. Sinclair, EA

www.mdccpas.com  
info@mdccpas.com

501 Union Avenue, Suite 1  
Laconia, NH 03246-2817 603-528-2241  
Fax 603-528-7624

64 Franklin Street  
Franklin, NH 03235-1610 603-934-2942  
Fax 603-934-5384

9 West Street  
Lincoln, NH 03251 603-745-3121  
Fax 603-745-3312

## 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, 2014. 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, 2014.

#### 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, 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 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 PC*  
Malone, Dirubbo & Company, P.C.  
Lincoln, NH  
November 3, 2014

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2014

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. No significant deficiencies in internal control over major federal award programs were 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  
Department of Health and Human Services Pass-Through Programs - Market Place Assistors #93.525
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 high-risk auditee.

FINDINGS - FINANCIAL STATEMENT AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
SUMMARY SCHEDULE OF CURRENT YEAR AUDIT FINDINGS  
FOR THE YEAR ENDED JUNE 30, 2014

**NONE**

LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
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 a yearly audit of a sampling of employee files to ensure completeness.

Current Status: Corrective Action was taken.



LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.  
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
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 to the report. Procedure will be written and placed into Veteran's procedure manual.

Current Status: Corrective Action was taken.

**Lakes Region Partnership for Public Health  
Board of Directors  
March, 2015**

| <b>Director</b>                | <b>Address</b> | <b>Telephone</b> | <b>Email</b> |
|--------------------------------|----------------|------------------|--------------|
| Margaret Pritchard, President  |                |                  |              |
| Dr Rick Wilson, Vice President |                |                  |              |
| David Emberley, Treasurer      |                |                  |              |
| John Beland, Secretary         |                |                  |              |
| Betty Anson                    |                |                  |              |
| Kathy Berman                   |                |                  |              |
| Liane Clairmont                |                |                  |              |
| Brian Hoffman                  |                |                  |              |
| Denise Hubbard                 |                |                  |              |
| Alida Millham                  |                |                  |              |
| Andrew Moeller                 |                |                  |              |
| Karin Salome                   |                |                  |              |

---

**Experience**

***Lakes Region Partnership for Public Health***

*ServiceLink Director for Belknap & Carroll Counties* May 2013 to present

- Oversee all programs for Information & Referral, Long-Term Care Counseling, Care Transitions, Family Caregiver Supports, Veteran Directed Services and Marketplace Assistants related to the Affordable Care Act
- Public relations and marketing
- Quality assurance of all ServiceLink programs for both counties

**Janet E Hunt Consulting, statewide, national** 1992 – present

*Lantos Foundation for Human Rights & Justice*, May, 2012 to May, 2013

Project Coordinator, international

- Manage the Franklin D. Roosevelt International Disability Rights Award to bring high visibility to the human rights and inclusion of persons with disabilities.
- Coordinate the Lantos Front Line Fund Grant Program to individuals and organizations that advance the cause of human rights and justice internationally.

*Sepsis Alliance*, August to October, 2012

Operations Manager, national

- Day-to-day operations for non-profit bringing awareness of sepsis focused on specific event and fundraising

*Pathways*, Claremont, NH, 2010 – 2012

- Quality assurance reviewer of service programs and policies for people who experience disabilities
- Facilitator and trainer of management strategies and policy
- Training for managers focused on agency mission statement and follow-through

*Quality Mall*, University of Minnesota, 2010 to present

- Department Manager of one the largest website databases for goods, services, programs and materials focused on enhancing the quality of life for people with disabilities.

*Center on Human Policy*, Syracuse New York, 2010

- Board of directors training in Florida for people who experience disabilities regarding empowerment of self-advocacy organizations
- Texas Developmental Disabilities Council website reviewer for accessibility for people who experience disabilities

*Human Services Research Institute*, 2010

- Reviewer of national evaluation tool, *Power Up!* to determine success of advocacy groups for people who experience disabilities

*Lakes Region Community Services*, 2009 – 2011

- Mentor to young-adults who experience disabilities to self-direct own services
- Trainer of senior youth for the purpose of mentoring

*Author of a self-determination workbook titled, "Building Yourself"*

**People First of New Hampshire, Concord, New Hampshire**

1992 - 2011

**Executive Coordinator**

- Co-founded, organized, and coordinated the statewide self-advocacy movement as director of its non-profit organization for people who experience disabilities by developing over 15 local groups with membership of over 300.
- Provide facilitation, leadership and advice to a board of directors of self-advocates and to volunteer advisors and support staff on a local, statewide and national level
- Coordinate training opportunities for groups and individuals on employment, advocacy, rights, empowerment, independence, relationships and community inclusion.
- Provide marketing and public relations with state and national allies to promote organization's mission and goals
- Grant-writing, fund-raising, budget development and monitoring

**Lakes Region Community Services, Laconia, New Hampshire**

1983 - 1992

➤ **Director, Community Connections 1991 - 1992**

- Designed, developed and directed community integrated employment program.
- Supervised and trained staff on job development and job coaching
- Transitioned individuals from state institution to work in community settings
- Assisted individuals in career development
- Established *Job Opportunities Begins In School* (J.O.B.S) - a grant-funded project for youth in transition to gain work experience

➤ **Director of Vocational Services 1989 – 1991**

- Managed and negotiated contracts with vendors
- Directed the closure of segregated work settings to supported and competitive employment
- Developed employment services: Community Connections
- Organized and supervised staff and teams to support the creation of entrepreneurships and job development

➤ **Chief Operations Officer 1987 - 1989**

- Director of all service delivery including residential, transportation, respite, therapeutic, clinical, day and vocational
- Member of Management Team
- Contract development, monitoring and compliance with day program vendors and home care providers
- Regulation compliance for certification of programs.

➤ **Quality Assurance Director 1986 - 1987**

- Developed and organized one of the first Quality Assurance systems in state
- Developed evaluation tools based on normalization principles
- Trained and facilitated review teams using social role valorization criteria
- Management Team Member

➤ **Case Manager 1983 – 1986**

- Team leader and facilitator to transition individuals from Laconia State School to community-based residences and services
- Development and monitoring of Individual Service Plans

## Education

### **Masters, Human Service Administration**

Southern New Hampshire University, 1985

### **Bachelors, Human Services**

Southern New Hampshire University, 1983

### **Associates, Occupational Therapy Assistant**

NH Community Technical College, 1980

## Affiliations, Achievements, Awards & Essential Trainings

- **One Sky Leadership Award, 2012**
- **Maggie Hassan Campaign for Governor, 2012, Volunteer**
- **Institutions: Close Them! Film and Advocacy Booklet**
  - Co-produced film and booklet about deinstitutionalization, 2012
- **Lantos Foundation for Human Rights & Justice, Volunteer 2012**
- **Human Services Research Institute (HSRI), 2010**
  - National Core Indicators Inter-rater Reliability Tester for tracking individual quality in a range of public systems
- **Self-Advocates Becoming Empowered (SABE, the national self-advocacy organization)**
  - Volunteer Advisor 1996-2004
  - Elected National Advisor two-year term, 2000-2002
- **Public Conversations Project, Watertown, Massachusetts**
  - Certificate, *The Power of Dialogue*: March, 2003
  - Certificate, *Eliciting New Stories about Conflict*: June, 2003
- **Town of Holderness, Holderness New Hampshire, 1993 - 2004**
  - Board of Recreation, Co-developed new department and Chair of board
  - Library Board of Trustees

Please visit LinkedIn to view references at:

## Trudy L Fletcher

*Objective: To obtain a position where I can utilize my skills in public relations and community development, to work as a team member, and work for an organization that provides quality services to individuals in a respectful, dignified manner.*

---

### Work Experience:

10/13-Current: Veteran-Directed Counselor and Caregiver Specialist, ServiceLink Belknap County. Program management and supervision of home care Veteran-Directed program, including home visits, reporting, communication, assessment of services and program management of caregiver grants, personalized use of grants, resource and referral.

Janet Hunt, Director

9/08-9/13: Resource Coordinator, Lakes Region Community Services.

Case management services including job development, medical oversight, home visits, reporting, and direct support, with a focus on development, improvement, and growth. Communication with guardians, family members, medical personnel, businesses. Focus on quality support oversight. Computer proficiency. Presentations, instructions and trainings. Continuing education.

Wendy Robb, Supervisor.

6/06-9/08: Young Adult Services, Hall Memorial Library.

Library staff with focus on collection development, activities, material orders, circulation desk duties, phone and computer skills, customer services, interlibrary loan management, displays, workshops, and hosting events.

Mary Ahlgren, Director.

8/04-8/06: AmeriCorps Volunteer with NH Reads Program.

Work to increase literacy for families and children from birth through grade three. Includes community involvement, parent and caregiver workshops, book distribution, literacy training, off-site supervisor, planning and implementing activities with children. Peg Downing, Supervisor.

9/03-6/04: Substitute Teacher, Shaker Regional School District.

Substitute in elementary, middle, and high school. Including implementation of teacher plans, multi-tasking, creative planning, student supervision and assistance, uphold school policies and regulations.

Tim Saunders, Assistance Principal.

9/97-6/03: Title I/S.E. Paraprofessional, Shaker Regional School District.

Assisted identified students with classwork/homework, modification of curriculum, lesson planning, general classroom and teacher assistance. Ginny West, Reading Specialist.

---

### Education:

8/03-11/04 NH BA Literature Granite State College (formerly College for Lifelong Learning), Bow NH

9/91-8/92 College coursework Plymouth State College, Plymouth NH

8/89-9/92 Laconia, NH College coursework Lakes Region Community College (formerly NH Tech.), Laconia, NH

9/88-5/89 College coursework Keene State College, Keene, NH

9/75-6/88 Regular Ed/Diploma Shaker Regional School District, Belmont NH

---

*Trainings and Experience:*

- Several in-house trainings with LRCS, including in depth Positive Behavior Supports/Gentle Teaching Program.
  - Workshops: crisis management (DHHS), mental health, MEAD, Responding to Victims with Disabilities, Families and Addiction, Getting a Handle on Hoarding
  - Belmont Library Trustee
  - Juvenile Review Board, Tilton area
  - Leadership Lakes Region, 2011
  - Board Member: Genesis Behavioral Health 2012-current
- 

*References:*

Karen Welford, Director. Family Resource Center, Laconia NH

Kerri Lowe. Quality Assurance and Intake. Lakes Region Community Services, Laconia NH

Mary Michaud, Office of Public Guardian, Concord NH

Tim Saunders, Assistant Principal. Belmont Middle School. Belmont NH

## EXPERIENCE

### ***Lakes Region Partnership for Public Health***

#### **Long Term Care Counselor/Care Transitions Specialist**

**December 2014-Present**

- Interact with clients and provide options counseling to consumers and their families for long-term care
- Provide follow-up and referrals to create smooth transitions to target populations discharged from hospital setting back to independent living.
- Refer clients to social, physical, and mental health resources and supports in the community as needed
- Daily interactions with clients in need of assistance in the community
- Assist clients with filling out forms required by community agencies

### ***Merrimack County Advocacy Center, Concord, New Hampshire***

#### **Program Assistant/Forensic Interviewer**

**May 2013-November 2014**

- Coordinate a multidisciplinary team of 29 law enforcement agencies, child protective service workers, crisis center advocates, prosecutors, mental health professionals, and medical professionals
- Coordinate, schedule, and conduct forensic interviews of victims of child abuse and adult sexual assault
- Daily interactions with child abuse and sexual assault victims and their families
- Creation, coordination, and implementation of outreach and prevention projects
- Coordinate and schedule monthly case review meetings for multidisciplinary team
- Facilitate multidisciplinary team meetings to include documenting meeting minutes
- Assist in agency sustainability through fundraising and community relationship building
- Use of Microsoft Office Suite to create documents, brochures, and flyers under the direction of the Executive Director
- Phone reception, copying, scanning, processing incoming mail

### ***State of New Hampshire Judicial Branch, Franklin, New Hampshire***

#### **Court Assistant II**

**January 2012-July 2012**

- Daily docketing of incoming law enforcement complaints and judicial mail
- Scheduling hearings as needed
- Case management on all adoptions, name changes, minor guardianships, and trusts
- Daily interactions with Circuit Court Judge, marital master, call center representatives, and public seeking court assistance
- Phone reception, copying for certified copy requests, and scanning documents

### ***Common Man Family of Restaurants, Plymouth, New Hampshire***

#### **Server**

**June 2011-February 2012**

- Customer service to restaurant patrons
- Ability to make quick decisions in a fast-paced environment

### ***Mount Prospect Academy***

#### **Residential Youth Counselor**

**March 2011-June 2011**

- 8-12 hour constant supervision and support for adjudicated males ages 11-17
- Professional interactions with support staff, mental health professionals, and educators
- Crisis intervention training for at-risk youth

### ***Bank of New Hampshire***

#### **Items Processing Representative**

**June 2007- August 2008**

#### **Electronic Banking Representative**

**May 2008-August 2008**

#### **Bank Office Support Representative**

**May 2009- August 2010**

- Balanced incoming transactions from frontline personnel and conducted scanning of all bank transactions.
- Performed daily tasks of ordering debit cards and file maintenance on customer data files.
- Performed scanning and verification of internal documents, file maintenance on customer IRA accounts, processed daily incoming mail, and provided support for other daily tasks within the department.



## EDUCATION

**University of New Hampshire, Durham, New Hampshire**

**September 2013**

*Master of Arts Degree in Justice Studies, (Graduating GPA: 3.92)*

**Saint Joseph's College of Maine, Standish, Maine**

**May 2011**

*Bachelor of Arts Degree in Psychology with Summa Cum Laude Honors (Graduating GPA: 3.90)*

## SKILLS & OTHER KNOWLEDGE

Proficient in Microsoft Office Suite, email, social media, Apple/Macintosh products and software, smart phones, Windows software, online research; Experience with and knowledge of abused children, struggling families, and domestic violence laws and statute

## VOLUNTEER EXPERIENCE & SPECIAL INTERESTS

- **Alpha Phi Sigma National Criminal Justice Honor Society – University of New Hampshire Chapter**
  - Member (Inducted 2013)
- **Psychology Department Award – Saint Joseph's College of Maine**
  - Recipient (2011)
- **Delta Epsilon Sigma – Saint Joseph's College of Maine Chapter**
  - Member (Inducted 2010)
- **Psi Chi National Honor Society in Psychology – Saint Joseph's College of Maine Chapter**
  - Member (Inducted 2009)
- **Habitat for Humanity, Portland, Maine**
  - Volunteer (September 2007-May 2011)

## OTHER NOTABLE EXPERIENCE

**Merrimack County Advocacy Center**

**Graduate Intern under the Executive Director**

**January 2012–May 2012**

- Participation as a multidisciplinary team member during daily forensic interviews
- Daily interactions with child abuse victims and their families
- Conducted research on indictment outcomes in sexual assault investigations in Merrimack County
- Handling confidential information and documents in the appropriate manners
- Professional daily interactions with law enforcement, child protective service workers, mental health professionals, medical professionals, and prosecutors
- Maintained database on all cases received by agency
- Use of Microsoft Office Suite to create program documents and brochures
- Copying, scanning, and filing

**Center for Grieving Children, Portland, Maine**

**Intern Multicultural Program Facilitator**

**September 2010–May 2011**

- Supervision to middle school children from immigrant families once per week
- Emotional and social peer support in small groups
- Training in reflective listening skills
- Non-profit bulk mailings, setting up for trainings, and assistance with fundraising/grant efforts

# Brenda Stark Fortier

## Education

---

**Bachelor of Science in Psychology; Minor in Religious Studies  
Missouri State University, Springfield Missouri**

## Experience

---

### **November 2013 to Present—ServiceLink Long-Term Care Specialist**

- Provide intake and options counseling for individuals and families
- Assist with referrals for community-based services
- Support individuals through the application process for Choices for Independence
- Provide assistance through Section Q for individuals who wish to leave nursing facilities and return to community.
- Act as the ServiceLink Generalist between both Belknap and Carroll County offices

### **May 2008-Present--Director Belmont Senior Center, Belmont, New Hampshire**

- Supervise Senior Center Employees; Recruit and supervise Volunteers
- Supervise SCSEP participant & Senior Companion Volunteers
- Provide Wellness & Recreational Opportunities for Seniors
- Serve Lunch/Breakfast daily & Schedule/Supervise Transportation Services
- Work co-operatively with Advisory Council and Activities Committee
- Manage all aspects of daily Senior Center Activities
- Plan and supervise all activities at the center

### **Extended Day Program Coordinator-----1988-Present—Holy Trinity School**

- Work successfully in a fast paced environment while building and maintaining effective working relationships with students and parents
- Supervise students daily in a Before and After School setting
- Provide guidance and a safe environment while keeping parents informed of student needs and progress
- Complies with all State and Diocesan Requirements for the Program

### **Educator: -----Holy Trinity Catholic School, Laconia NH. 1988-2008**

- Taught Jr. High Science and Religious Studies Grades 5-8
- Taught K-8 Physical Education
- Taught English & History—Grade 6

**St. Leo School, San Antonio, Texas**

- Taught K-8 Physical Education and Jr. High Religious Studies
- Coached Varsity & JV Volleyball and JV Basketball

Certifications: AED, First Aid, CPR, ServSafe, Bone Builders Leader

# Cindy Seaward-Salvati

## Qualifications

- Thirteen years in senior level leadership positions
- In depth knowledge of program development and implementation
- Successful history of fiscal non-profit management
- Creative thinking and problem-solving abilities
- Excellent written and interpersonal communication skills
- Extensive use of online resources and Social Media
- Private business development
- Certified Thanatologist (Bereavement and Grief Specialist)

## Employment History

### **2013, Lakes Region Partnership for Public HealthServiceLink Resouce Center of Carroll County**

- Medicare Counselor supporting people to understand their Medicare benefits
- Information and Referral providing resources for customers in Carroll County
- Senior Medicare Patrol to assist seniors in learning fraud prevention.

### **Present, New Hampshire Bead Company & Jewelry Supply, Owner**

- Online retail store selling fine beads and jewelry making supplies worldwide

### **2005-2009, Pack-Your-Bags Travel, Owner**

- Part-time, home-based Travel Consultant

### **2003-2005, New Hampshire Community Technical College System, Early Childhood Education (ECE) Adjunct Faculty**

- Planning and teaching a variety of ECE and Special Needs courses to undergraduate college students

### **2001-2003, New Hampshire Community Technical College System, Early Childhood Education Special Projects Coordinator**

- Development and administration of all aspects of the Fund for the Improvement of Post-Secondary Education (FIPSE) grant project to develop a four-course online certificate program for Family Child Care Providers statewide
- Coordination of ECE Tuition Assistance Program including application/award processing, student assistance, statewide outreach, grant data collection and report writing

### **2000-2001, Lakes Region Community Services Council, Special Projects Developer**

- Development and facilitation of community wide collaborative network addressing issues of childcare and early learning
- Conceptual and pragmatic development of new programs supporting young children including grant writing

### **1995-2000, Greater Laconia Community Services, Executive Director**

- Advanced the expansion of the Parent company by successfully establishing an affiliate corporation including a Board of Directors, Bylaws, Policy and Procedure development
- Administered all aspects of the corporation including supervision and oversight of over 150 employees and contractors in several service areas, supporting individuals and families in a large rural area
- Planned and directed \$6.5 million agency budget
- Managed considerable details of a complex funding mechanism supporting the multi-corporation structure
- Maintained relationship with and senior management role within the Parent company
- Supported and guided all staff and consumers through the transition as an affiliate agency
- Secured and oversaw design and renovation of appropriate office space for Agency

**1992-1995, Lakes Region Community Services Council, Director of Family Support and Case Management Services**

- As member of Senior Management Team, oversaw all functions of two departments serving over 500 individuals and families through a variety of services using departmental goals and implementation plans, writing and implementing policy and procedures in accordance with state and federal regulations, and creative management of programmatic budgets

**1988-1992, Lakes Region Community Services Council, Director of Family Support Services**

- Developed a new department in the Agency to serve families who had children with disabilities; this department and its services dramatically expanded over time

**1986-1988, Lakes Region Community Services Council, Case Manager**

**1986, Project C.H.I.L.D., Consultant**

- Developed a Comprehensive Case Management Plan for Special Needs Preschool Programs in the Lakes Region

**1985-1986, Twin City Consortium, Teacher**

**1985, Center of Health Promotion and Research- University of New Hampshire, Durham, NH, Consultant**

**1982-1985, Laconia State School, Training and Development Therapist**

**1981-1982, Community Mental Health/Mental Retardation Center, Philadelphia, PA, Lead Teacher/School Consultant**

**1979-1981, South Philadelphia Community Center, Philadelphia, PA, Program Coordinator/Social Service Worker**

**Education**

University of New Hampshire, Durham, NH—Master of Education Degree, Early Childhood Special Needs, 1990

Merrill-Palmer Institute, Detroit, MI— Early Childhood Development and Education courses January, 1978-June, 1978 in affiliation with Keene State College

Keene State College, Keene, NH—Bachelor of Arts Degree in Early Childhood Development, 1978

Plymouth State University, Plymouth, NH- Certificate of Completion, "Get Paid to Travel: Professional Tour Management Training", 2011

Numerous other training courses in Travel ,Thanatology (Study of Death and Dying) and Business Development

**Languages**

Non-fluent Spanish and some French.

**Volunteer Experience**

Moultonborough Academy Parent Advisory Council, September 2003— June 2010

NH Infant/Toddler Task Force - Child Development Bureau - Division for Children, Youth and Families, February 2000- 2002

# Jayne Maher

---

## Education

Aug. 78 - Boston City Hospital School of  
Aug. 79 Practical Nursing  
**LPN**  
Boston, Massachusetts

» Completed requirements to  
practice Nursing in  
Massachusetts as Licensed  
Practical Nurse

Sept. 75 - Newman Preparatory School  
June 77 **High School**  
Boston, Massachusetts

» High School Diploma

## Work Experience

Nov. 13 – LTC Specialist/Site Supervisor  
Present » Provide intake and options  
counseling for individuals and families  
· Assist with referrals for community-based services  
Supervision of ServiceLink staff.

**Lakes Region Partnership for Public  
Health/ServiceLink Resource Center of  
Carroll County**

Jan. 13 - Staff Nurse  
Present **Golden View Health Care  
Center**  
Meredith, New Hampshire

» Work on a rehab and long term  
care unit. Duties include  
administering medications,  
medical assessments, ie  
respiratory, cardiac, wound  
management, pain management,  
laboratory data and the overall  
health and well being of all  
patients on unit.  
»

Apr. 12 - Healthcare Specialist  
Present **Lincare**  
Belmont, New Hampshire

» Educate patients on use of new  
Bipap or Cpap equipment.

»  
» Titrate oxygen patients to safe oxygen liter flow and determine if patient qualifies for the use of an oxygen conserving device.

»  
» Provide education to patients on Coumadin in the use of MDINR, which allows patients the ability to test INR at home and telephonically notify MD's.

Feb. 08 -  
Oct. 11

Case Management Assistant -  
Per Diem  
**Life Care Center of Stoneham**  
Stoneham, Massachusetts

» Assist Director of Case Management with chart audits to ensure Medicare Regulations met. Work with Nursing Management, MD's and Rehab to obtain necessary documentation in order to maintain compliance with Medicare regulations.

Sept. 03 -  
Feb. 08

Director of Case Management  
**Life Care Center of Stoneham**  
Stoneham, Massachusetts

» Managed insurance benefits of all skilled patients admitted to facility for rehab.

» Led daily meeting to review all skilled patients currently under insurance benefits in facility. Meeting included Rehab, MDS Coordinator, Nurse Unit Manager, Social Services, DON and Executive Director.

» Responsible to Private insurance to provide current condition of patient including progress made by patient or any changes in medical status, with reviews mandated by insurance. Most reviews done bi-weekly.

» Monitored contracts with private insurance to ensure facility reimbursement at correct level.

» Worked closely with MDS Coordinator and Rehab to ensure facility reimbursed at correct rate within RUGS category.

» Worked closely with Social Services to set up and attend family meetings to ensure safe discharge plan.

» Made referrals for discharge

services, including but not limited to VNA, Rehab, Elder Services, Meals on Wheels, Lifeline, Durable Medical Equipment and other services as required to ensure safe discharge to home environment.

- » Reviewed referrals to facility with Admissions Director to ensure facility could meet the needs of patients.
- » Many others duties as required.

Jan. 99 -  
Apr. 03

Nurse Care Manager  
**Evercare**  
Waltham, Massachusetts

- » Managed assigned Nursing Homes participating in Evercare program.
- » Determined skilled eligibility with Nurse Practitioner.
- » Monitored skilled event with every other day telephonic reviews with NP to determine if patient remained skilled.
- » Acted as Liaison between Evercare and Nursing Home to inform of changes in benefit levels and to notify end of benefit period.
- » Visited assigned nursing homes to provide education regarding Evercare and Medicare benefits.
- » Notified Next of Kin of any changes in Evercare benefits being provided.
- » Issued End of Benefit Letter.
- » Many other duties as required.

Jan. 90 -  
Feb. 99

Nurse Unit Manager  
**Marian Manor Nursing Home**  
South Boston, Massachusetts

- » Managed two Long Term Care Units - a 52 bed Alzheimers Unit and a 40 bed Level Three unit.
- » Supervised all licensed and non-licensed staff.
- » Created and ensured maintenance of Interdisciplinary Care Plan.
- » Worked with Staff Coordinator to ensure coverage.
- » Ordered and received supplies.
- » Set up and attended Family Meetings.
- » Met with residents and families to discuss and changes in status or discuss concerns.



» Many other duties as required.

Jan. 88 -  
Jan. 90

Office Manager  
***Boston Housing Authority***  
Boston, Massachusetts

» Worked with Executive Director  
of Construction Management.  
» Supervised office Staff.  
» Maintained staff scheduling.  
» Ordered and received office  
supplies.  
» Many other duties as required.  
»

Sept. 79 -  
Nov. 85

Staff Nurse  
***Boston City Hospital***  
Boston, Massachusetts

» Staff nurse on Gynecology unit.  
» All duties as required by LPN.

### **Skills & Abilities**

» Microsoft Office  
» Able to multitask, Committed, Creative, Detail-oriented, Ethical, Good communicator, High energy, Organized, People person, Problem-solver, Self-motivated, Team player

### **Additional Information**

Current CPR Certification  
Certified in IV insertion and infusion

References on request

# Colleen A. Drouin

---

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Objective         | <i>To provide your organization with experienced Administrative skills.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Experience        | <p><i>Administrative Assistant, Lakes Region Partnership for Public Health<br/>2008-present</i></p> <p>Daily functions include: technical support for computer network including daily back-ups, internet security, individual setups, purchases and inventory; web site development and maintenance; telephone system support and maintenance; office machine support and maintenance; and, oral and written communications, meeting minutes, client interactions, multi-tasking and general office functions.</p> <p><i>Office Manager: 2005 to 2008-Douglas Knee, O.D.</i></p> <p>Schedule appointments, order and dispense glasses and contacts, registered with the State of NH for Ophthalmic Dispensing, billing and collections for insurance and patients, confidential record keeping, oral and written communication, multi-tasking, updated documents and procedures into compute formats.</p> <p><i>Administrator: 1998 to 2005-McCormick Advisory Group, Management Company.</i></p> <p>Facilitate meetings dealing directly with Board of Directors for several home owner associations in the Lakes Region with Administrative follow-up, legal documents, state and local permits, budgets and expenditures, presentations, meeting minutes, schedule meetings and appointments, develop and maintain client relations and databases, oral and written communications, multi-tasking and general office functions.</p> <p><i>Central Office Technician and Engineering Clerk: 1973 to 1998-Verizon</i></p> <p>Technical support, analysis, maintenance and repair of central office equipment remotely from a control center environment, legal documents and easements, budgets and objectives, presentations, LAN management, trained personnel for PC software and equipment, engineering utility plans and general office functions.</p> |
| Computer Software | <p><i>Adobe Go-Live and Acrobat</i></p> <p><i>LAN Management</i></p> <p><i>Lotus Smart Suite</i></p> <p><i>Mainframe Applications</i></p> <p><i>Microsoft Office</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Education         | <p><i>1998-Associate Degree in Computer Science</i></p> <p>NH Community Technical College, Laconia, NH-Graduated Phi Theta Kappa</p> <p><i>1972-High School Graduate, Laconia, NH</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Interests         | <p><i>Northern NH Life Member Club for Telephone Pioneers-Secretary</i></p> <p><i>Lakes Region Conservation Trust</i></p> <p><i>Crafts, Gardening and Street Rods</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

Contractor Name: \_\_LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH\_\_

Key Personnel

| Name           | Job Title               | Salary      | % Paid from this Contract | Amount Paid from this Contract |
|----------------|-------------------------|-------------|---------------------------|--------------------------------|
| Lisa Morris    | Executive Director      | \$66,070/yr | 35%                       | \$45,067 over 2 yrs            |
| Susan Laverack | Associate Exec Director | \$58,000/yr | 0%                        | \$0                            |
| Marie Tule     | Finance Director        | \$33,752/yr | 12%                       | \$8,046 over 2 yrs             |
|                |                         |             |                           |                                |
|                |                         |             |                           |                                |

mf  
3/17/15



State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Lakes Region Partnership for Public Health, Inc. Contract

This 1<sup>st</sup> Amendment to the ServiceLink Program contract (hereinafter referred to as "Amendment 1") dated this 5<sup>th</sup> 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.

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]

Lakes Region Partnership for Public Health, Inc.

2.7.14  
Date

NAME  
TITLE

Sally Minkow  
President, Board of Directors

Acknowledgement:

State of NH, County of Bellmap 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



New Hampshire Department of Health and Humans 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 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.

SLM  
2.7.14



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                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Measure 1:</b> Increasing LIS, MSP, and Medicare Part D enrollment:<br>Belknap County: 91 individuals enrolled<br>Carroll County: 177 individuals enrolled | Work plan and MIPPA monthly Outreach Activities and Enrollment reports sent to DHHS by 10th of each month.                                     |
| <b>Performance Measure 2:</b> 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).                |
| <b>Performance Measure 3:</b> 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.                                                                                   |
| <b>Performance Measure 4:</b> 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.

*SLM*  
2.7.14

New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Program



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.

*SLM*  
Date 2.7.14



## 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                                    |
| 13AANHMAAA,<br>13AANHMAADR,<br>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



## 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.

**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.

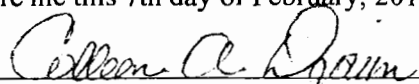
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 7th day of February, 2014.

  
\_\_\_\_\_  
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.

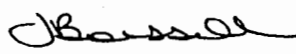


  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: 8/14/18

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<br>Department of Health and Humans Services                                                                                                                                                                                                                                                                                             |                                     | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301                            |                                    |
| 1.3 Contractor Name<br>Lakes Region Partnership for Public Health, Inc.                                                                                                                                                                                                                                                                                       |                                     | 1.4 Contractor Address<br>67 Water Street, STE 105<br>Laconia, NH 03246                         |                                    |
| 1.5 Contractor Phone Number<br>(603) 528-2145                                                                                                                                                                                                                                                                                                                 | 1.6 Account Number<br>See Exhibit B | 1.7 Completion Date<br>6/30/2015                                                                | 1.8 Price Limitation<br>\$597,849. |
| 1.9 Contracting Officer for State Agency<br>Mary Maggioncalda                                                                                                                                                                                                                                                                                                 |                                     | 1.10 State Agency Telephone Number<br>271-9096                                                  |                                    |
| 1.11 Contractor Signature<br>Sally Minkow                                                                                                                                                                                                                                                                                                                     |                                     | 1.12 Name and Title of Contractor Signatory<br>SALLY MINKOW<br>President, Board of Directors    |                                    |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u><br>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<br>[Seal]                                                                                                                                                                                                                                                                                           |                                     |             |                                    |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br>JULIE BOISSELLE                                                                                                                                                                                                                                                                                    |                                     | JULIE BOISSELLE, Notary Public<br>My Commission Expires <u>6/9/2015</u>                         |                                    |
| 1.14 State Agency Signature<br>Shirley Rockwood                                                                                                                                                                                                                                                                                                               |                                     | 1.15 Name and Title of State Agency Signatory<br>Shirley Rockwood Acting Associate Commissioner |                                    |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____                                                                                                                                                                                                                                |                                     |                                                                                                 |                                    |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By: <u>Rosemary Akai</u> On: <u>12-4-13 RW</u>                                                                                                                                                                                                                                       |                                     |                                                                                                 |                                    |
| 1.18 Approval by the Governor and Executive Council<br>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.



**State of New Hampshire  
Department of Health and Human Services  
Amendment #3 to the New Hampshire ServiceLink Resource Centers Program Contract**

This third Amendment to the New Hampshire ServiceLink Resource Centers Program contract (hereinafter referred to as "Amendment #3") dated this day of February 17, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Collaborative (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 105 Castle Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2013 (item #62), amended by an agreement (Amendment #1 to the Contract) approved on February 28, 2014 (Item #35) and amended by an agreement (Amendment #2 to the Contract) approved on June 4, 2014 (Item #59), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1 Paragraph 3, this Agreement has an option for two (2) one year extensions to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council, by written agreement of the parties;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen (15) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read: \$1,657,971.
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
4. Form P-37, General Provisions, Item 1.10, to read: (603) 271-9558.
5. Delete Exhibit A Scope of Services and replace with Exhibit A Amendment #1 Scope of Services.
6. Delete Exhibit A-1 Scope of Services.
7. Delete Exhibit B Amendment #2, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #3, Method and Conditions Precedent to Payment.
8. Delete Exhibit B-7 and replace with Exhibit B-7 Amendment #1.
9. Add Exhibit B-16, Exhibit B-17, and Exhibit B-18.
10. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
11. Delete Standard Exhibit C-1, Additional Special Provisions and replace with Exhibit C-1, Revisions To General Provisions.



**New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program**

---

12. Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Section B, Period Covered by this Certification, to read: 1/1/14 to 9/30/16.
13. Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read: 1/1/14 to 9/30/16.
14. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
15. Delete Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I, Health Insurance Portability Act Business Associate Agreement.

New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

4/3/15  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
Diane Langley  
Director

Monadnock Collaborative

3/2/15  
Date

[Signature]  
NAME Melinda S Feola-Mahar  
TITLE Executive Director

Acknowledgement: NH  
State of Cheshire, County of Cheshire on 3/2/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

**CARLYN KIM LAUER**  
Notary Public, State of New Hampshire  
My Commission Expires October 17, 2017



**New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 4/20/15

Name: [Signature]  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Exhibit A Amendment #1

Scope of Services

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions for the New Hampshire ServiceLink Contractor.

The Contractor shall serve as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and function as a full service point of access to Medicaid long-term support programs and benefits.

The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service access point for individuals to inquire about community long term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community Long Term Services and Supports (LTSS) options wherever they enter the system.

1.1. Definitions

**Alliance of Information and Referral Standards:** A consortium of National Information and Referral agencies developed standards to provide information and referral to individuals.

**Local Contact Agency:** State designated agency whose role it is to contact individuals referred to them by nursing facilities throughout the MDS Section Q process, provide timely information about choices of services and supports in the community, and collaborate with nursing facility.

**Long Term Services and Supports (LTSS):** These are home and community based services provided to individuals to support their level of independence in the home and community.

**New Heights:** New Hampshire Medicaid's eligibility management system.

**NH EASY:** New Hampshire's Electronic Application System, which enables users to apply or reapply for assistance, check eligibility, report changes, and track their application status online.

**Person Centered:** Person-centered describes an approach that respects and responds to individual needs, goals, and values. Within a person-centered approach, individuals and providers work in full partnership to guarantee that each person's values, experiences, and knowledge drive the creation of an individualized plan as well as the delivery of services.

**Person centered transition support major pathways:** The pathways that people travel while transitioning from one service setting to another or from one public program payer to another. These pathways can include transitions from the community to hospital or nursing home, hospital discharge, preadmission screening for nursing home services, and transitions from skilled nursing facility to other settings. The pathways also represent critical junctures where decisions are made - usually in a time of crisis - that often determines whether a person is permanently institutionalized or transitioned back to their home.

**Quarter:** A quarter is defined as: July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**Refer7:** The State of New Hampshire (DHHS) leases Refer7 software from a separate Contractor who provides ServiceLink contractors software support during business hours. The Refer7 contractor also provides database back-ups for all of the data that the ServiceLink contractors input into the Refer7 system. ServiceLink contractors use Refer7 as the centralized resource database in order to assist users with information about service resources Statewide and to assist ServiceLink contractor staff with documentation of calls/contacts. The Refer7 system allows users to track client records and also to generate reporting data on those contacts.

**The Balancing Incentive Program (BIP)** is a discretionary grant awarded to DHHS by the Centers for Medicare & Medicaid Services (CMS). It is intended to assist the State to rebalance the disparity between the amount of Medicaid funding for institutional long term services and supports and home and community based ones by encouraging the development of home and community based infrastructure changes such as the No Wrong Door access model, conflict-free case management, and standardized assessments.



Exhibit A Amendment #1

**The State Innovations Model (SIM)**, a discretionary grant also funded by CMS, is providing resources to assist DHHS in the development of a managed care model for long term services and supports and the implementation planning for that model.

**2. Covered Populations and Services**

2.1. The Contractor shall provide services defined in this Agreement to the following populations:

- Persons age 60 and over;
- Adults over the age of 18, who are chronically, physically ill or disabled and who may need long term care supports;
- Family members, caregivers, advocates and providers;
- Anyone seeking information about LTSS; and
- Individuals with intellectual, physical, and/or developmental disabilities;
- Veterans;
- People of all ages, income levels and disabilities, including people with dementia and people of different cultures and ethnicities.

**3. Geographic Area Served:** The Contractor shall provide services as described in this Agreement in the geographic area of Cheshire County and Sullivan County (excluding the towns of Grantham and Plainfield), and the cities and towns in Hillsborough County to include Antrim, Bennington, Francetown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor. Geographic area is defined as the area focused on client location (City or Town).

**4. ServiceLink Services**

4.1. Information, Referral and Awareness

4.1.1. Outreach and Marketing

Contractor shall submit to the Department, for review and approval, an outreach and marketing plan focused on establishing its organization as a highly visible and trusted place where people can turn for objective and unbiased information on the full range of long-term support options. The Contractor shall also promote awareness of the long-term supports and services and various options that are available in the community. The outreach and marketing plan shall include:

- 4.1.1.1. Consideration of all populations served including different age groups, different income levels, different types of disabilities, cultural diversities, and those underserved, and individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations. Populations shall include all individuals who may or may not meet public assistance requirements, in addition to those that are hard to reach, those who are private payers and want to plan ahead for their long-term needs;
- 4.1.1.2. A strategy to assess the effectiveness of the outreach and marketing activities;
- 4.1.1.3. A feedback loop to modify activities as needed; and
- 4.1.1.4. The Contractor shall partner with the other ServiceLink contractors to learn from their outreach and marketing best practices

4.1.2. Information and Referral shall be considered the point of entry for service access.

- 4.1.2.1. Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) plan, which at minimum describes systematic processes to provide I&R/A.
- 4.1.2.2. Contractor shall link individuals with needed services and supports – both public and private - through appropriate referrals to other agencies and organizations.
- 4.1.2.3. Contractor shall conduct follow-up with individuals receiving I&R/A to determine whether more assistance is needed.
- 4.1.2.4. Contractor shall use the Alliance of Information and Referral Standards and use the Refer7 database to provide information about the range of Long Term Services and Supports (LTSS) and resources in the service area. The Contractor is responsible for:



Exhibit A Amendment #1

- 4.1.2.4.1. Updating and ensuring the accuracy of the information provided; and
  - 4.1.2.4.2. Resources in the database conform to established inclusion/exclusion policies; these policies specifically address inclusion of resources and providers for private paying individuals and families; and the database is accessible to the public via a comprehensive website and is user-friendly, searchable and accessible to persons with disabilities.
  - 4.1.2.5. Contractor's staff shall attend trainings as directed by the Department.
- 4.2. Options Counseling
- 4.2.1. The Contractor shall help individuals understand and assess their situation, assist them in making informed decisions about LTSS choices in the context of their preferences, strengths, and values, and use their own personal and financial resources more efficiently and more effectively.
  - 4.2.2. The Contractor shall provide person-centered one-on-one assistance and decision support to individuals and others whom they may wish to include in the process, such as family members and/or caregivers/support persons.
  - 4.2.3. The Contractor shall have standards and protocols, subject to DHHS review and approval, in place that defines what Options Counseling entails and who will be offered Options Counseling based on the Administration for Community Living's (ACL) national draft Options Counseling standards. At a minimum, this will include any individual who requests it and individuals who go through a comprehensive assessment. At present the federal government is working at finalizing the National Standards and the Contractor will be required to use those new standards, when they have been released.
  - 4.2.4. The Contractor shall work with individuals to develop action plans and, if requested, arrange for the delivery of services and supports, including hiring and supervising their own direct service workers. At a minimum, the Contractor shall provide:
    - 4.2.4.1. A personal interview to discover strengths, values, and preferences of the individual and the utilization of screenings for public programs;
    - 4.2.4.2. Special attention to those clients most at risk of institutionalization;
    - 4.2.4.3. A facilitated decision support process which explores resources and service options and supports the individual in assessing all the pros and cons;
    - 4.2.4.4. Development of action steps toward a goal or a long-term support plan, with assistance in applying and accessing support options when requested;
    - 4.2.4.5. Counseling in a location that fits the needs of the individual being served, such as a private home and office, and to be accessible to the client by phone, email, etc.;
    - 4.2.4.6. Counseling that ensures that clients understand their options by using the Option Counseling Standards.
  - 4.2.5. The Contractor shall provide confidential, objective, accurate and comprehensive Options Counseling to individuals of all income levels and with all types of disabilities.
  - 4.2.6. The Contractor shall serve as full service access entry points for individuals and use standard intake and screening instruments defined by the Department.
  - 4.2.7. The Contractor shall consistently conduct follow-up with individuals receiving Options Counseling to determine the outcome and whether more assistance is needed.
  - 4.2.8. The Contractor shall develop a person-centered access plans for clients who will be receiving public supports and those not using public supports.
  - 4.2.9. The Contractor shall be in regular communication with Adult Protection Service offices and will report abuse and neglect of clients immediately to the Adult Protection program.
  - 4.2.10. The Contractor shall include a plan to schedule future contacts and follow-ups according to the needs of the client.
- 4.3. Streamlined Eligibility Determination for Public Programs
- The Contractor will serve as a full service access point/no wrong door to all publicly funded long-term supports, including those funded by Medicaid, the Older Americans Act (OAA), the Rehabilitation





Exhibit A Amendment #1

Services Act, and other state and federal programs and services. The Contractor shall follow the protocols and procedure for providing the following:

4.3.1. Intake and Screening

The Contractor shall use a standardized process for helping individuals access all publicly-funded LTSS programs available in the state. The Contractor shall support, implement and follow the processes to streamline access to LTSS, which will be defined by DHHS as part of BIP and SIM projects. The Contractor shall offer to assist the client when making external referrals.

4.3.2. Financial and Functional Eligibility Processes

Eligibility for financial and medical assistance programs is the responsibility of the State, where accountability for compliance with federal requirements is placed.

4.3.2.1. The Contractor uses uniform criteria to assess risk of institutional placement in order to target support to individuals at high-risk. Through BIP, level of care assessments will be further developed.

4.3.2.2. Contractor shall assist individuals as needed with initial steps in completing the application that include:

4.3.2.2.1. taking applications, assisting applicants in completing the application, providing information and referrals, obtaining required documentation to complete the application, assuring that the information contained on the application form is complete, and conducting any necessary interviews.

4.3.3. Tracking Eligibility Status

4.3.3.1. The Contractor shall track individuals' eligibility status throughout the process of eligibility determination and redetermination using the Department's Intake/eligibility determination systems, such as New Heights Financial Eligibility System, NH Easy, and other program specific systems. Designated staff will be trained and have access to these systems.

4.3.3.2. The Contractor may be informed of individuals who are determined ineligible for public LTSS and the ServiceLink Contractor conducts follow-up with those individuals to provide further Options Counseling. Contractor shall reach out to clients and schedule a counseling meeting with them to explore other options.

4.4. Person-Centered Transitions Support

The Contractor shall assist individuals from being placed unnecessarily in a nursing home or other institution by:

4.4.1. Creating formal linkages between and among the major pathways that people travel while transitioning from one setting of care to another or from one public program payer to another. These pathways include preadmission screening programs for nursing home services and hospital discharge planning programs, and they represent critical junctures where decisions are made.

4.4.2. The Contractor shall play a pivotal role in these transitions to ensure that people understand their options and receive LTSS in the setting that best meet their individual needs and preferences, which is often in their own homes.

4.4.3. Contractor staff will be present at these critical points to provide individuals and their families with the information they need to make informed decisions about their service and support options, and to help them quickly arrange for the supports and services they choose.

4.4.4. The Contractor shall:

4.4.4.1. Establish a process for identifying individuals and their caregivers who may need transition support services;

4.4.4.2. Follow Protocols for referring individuals to the ServiceLink contractor for transition support and other services; and



Exhibit A Amendment #1

- 4.4.4.3. Provide regular training for facility administrators and discharge planners about the ServiceLink Resource Centers Programs and any protocols and formal processes that are in place between the ServiceLink contractors and their respective organizations.
- 4.4.4.4. Serve as Local Contact Agencies (LCAs) to provide transition services for institutionalized individuals who indicate they wish to return to the community via the MDS 3.0 Section Q assessment.

4.5. Consumer Populations and Partnerships

4.5.1. Consumer Populations

Contractor shall involve consumers on a /local advisory boards or governing committee and in planning, implementation and evaluation activities. At a minimum it shall include nine (9) members with the following representation:

- 4.5.1.1. People over age 60
- 4.5.1.2. Adults over age 18 living with chronic illnesses or disabilities
- 4.5.1.3. Family members, caregivers, and family caregivers of the target populations
- 4.5.1.4. Local community providers
- 4.5.1.5. Representation from cultural and ethnic minorities residing within the community.
- 4.5.1.6. At least twenty-five (25) percent of the membership must be from the target population.  
Note: Consumers, caregivers, or family board members who work for a human service agency organization may not be counted in meeting this standard.

4.5.2. Medicaid

Contractor shall comply with the Departments policies and procedures related to its role as a partner in the Medicaid eligibility determination process.

4.5.3. Aging and Disability Partners

- 4.5.3.1. Contractor shall comply with formal service standards, protocols for information sharing and cross-training across all ServiceLink contractors and community partners.
- 4.5.3.2. Contractor shall provide for collaboration, including formal agreements, at the state and local levels between the Contractor and all other critical aging and disability agencies and service organizations serving the same area that are not ServiceLink contractors.
- 4.5.3.3. The Contractor shall have or will develop partnerships with statewide or regional Brain Injury Associations, community mental health centers and related groups, Centers for Independent Living, and other community-based organizations instrumental to ServiceLink contractors' activities, such as Departments of Veterans Affairs, Adult Protective Services, Information and Referral/2-1-1 programs, Benefit Outreach and Enrollment Centers, One Stop Employment Centers, Vocational Rehabilitation, Developmental Disabilities Councils, Long-Term Care Ombudsman programs, Alzheimer's disease programs, housing agencies, and transportation authorities.

4.5.4. Other Partners and Stakeholders

Contractor will establish solid working partnerships with other agencies and stakeholders serving the target population, both at the State level as well as the community. These include hospitals, senior centers, physician practices, home health agencies, community mental health centers, Adult Protective Services, municipal health and welfare, and other public assistance programs. Contractors are required to maintain existing partnerships as well as to develop new ones as the needs of the target population and the community change over time.

4.6. New Hampshire Family Caregiver Program

The Contractor shall provide a multifaceted system of support services for family caregivers who provide full time care and meet the eligibility of the Caregiver programs by providing the following:



Exhibit A Amendment #1

- 4.6.1. Assign the minimum of one staff person (RSA 161-F:79) to the program who specializes in working with the issues faced by family caregivers and can provide Options Counseling to:
  - 4.6.1.1. Family caregivers of frail older adults;
  - 4.6.1.2. Caregivers of individuals with Alzheimer's disease or dementia;
  - 4.6.1.3. Older caregivers of individuals with disabilities; and
  - 4.6.1.4. Older grandparents and relatives who are raising a child, or children.
- 4.6.2. Determine eligibility for the Caregiver programs.
- 4.6.3. Ensure staff is knowledgeable about community resources that family caregivers can benefit from and can provide appropriate referrals and access assistance to private and public resources.
- 4.6.4. Provide information, assistance, and options counseling to caregivers
- 4.6.5. Provide caregiver training to assist the caregivers in making decisions and solving problems relating to their caregiving roles;
- 4.6.6. Under authorization by DHHS, approve service plans and budgets for respite care and supplemental services to eligible individuals on a limited basis to complement the care provided by caregivers. The Contractor will work with the Department's Financial Management Services contractor to provide bill paying and employer of record services for participants who may choose a family member or respite or supplemental services provider who isn't affiliated with an agency.
- 4.6.7. Offer staff availability for home or community visits with family caregivers for the purposes of assessment (this does not exclude office visits when other options are not practical).
- 4.6.8. Ensure a minimum of one staff member is trained as a class leader in the evidence based curriculum Powerful Tools for Caregivers (PTC) or, at the minimum, ensure that at least two individuals in the geographic area served by the Contractor be trained in the Powerful Tools for Caregivers curriculum. The Contractor shall:
  - 4.6.8.1. Provide a minimum of one (six (6) week session) Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers completing the workshop series.
  - 4.6.8.2. Develop and facilitate a caregiver support group in the absence of an existing support group in the service area; collaborate with existing caregiver support in the area.
- 4.7. New Hampshire State Health Insurance Assistance Program  
The Contractor will provide information, counseling and assistance relating to the procurement of adequate and appropriate health insurance coverage including such topics as Medicare coverage, Medicare Prescription Drug Benefit, Medicare Supplement Plans, and long term care insurance to Medicare eligible persons, their families and caregivers, by providing the following:
  - 4.7.1. Personalized counseling to an increasing and diverse number of individual beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.
  - 4.7.2. Targeted community outreach to beneficiaries in public forums either under their sponsorship or with community-based partners or coalitions to increase understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
  - 4.7.3. Demonstrate increased and enhanced beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage.
  - 4.7.4. Operate SHIP in accordance to SHIP Standard Operating Guidance developed and approved by CMS.
  - 4.7.5. Recruit, train, and maintain a network of volunteers to help with providing these services at the ServiceLink contractor sites.



Exhibit A Amendment #1

4.8. Senior Medicare Patrol Program

The Contractor will increase community awareness of and prevention of health care fraud and abuse through education, counseling, assistance and outreach to people with Medicare by providing the following:

- 4.8.1. Foster national and statewide coverage by SMP by offering services that will be provided locally, regionally, and statewide, and that will involve collaboration with organizations representative of or knowledgeable about the target population through formal and informal partnering, the use of toll free lines, web-based strategies, and local and statewide media and educational outreach planning;
- 4.8.2. Provide beneficiary education and inquiry resolution for major areas of health care fraud by working with local and statewide resources to support expanded SMP coverage;
- 4.8.3. Foster program visibility and consistency to enhance the capability to identify and refer instances of potential health care fraud by (a) collaborating in a seamless and consistent way with community-based providers, (b) conducting timely reporting to the SMART FACTS database that meets requirements of the Office of the Inspector General (OIG) that monitors the program's inquiries, outreach and education, volunteer management and resolution of complex issues, and (c) using the national SMP Resource Center's resources;
- 4.8.4. Demonstrate improved efficiency of SMP while increasing results for both operational and quality measures by meeting AoA's objectives that utilize SMART FACTS to support the OIG Performance Measures;
- 4.8.5. Target volunteer, community, and partnership training and education to isolated and hard to reach populations, as required by the Older Americans Act (OAA), by providing SMP services, partnership relationships, and maintenance of a volunteer network that will serve the most vulnerable populations in the state that are traditionally underserved due to barriers in accessing services and information, such as isolation, poverty, and low-literacy; and
- 4.8.6. Implement the SMP Resource Center's Volunteer Risk Management Program as developed by the Administration for Community Living.
- 4.8.7. Comply with the standards in the SHIP Program Guidance.
- 4.8.8. Recruit, train, and maintain volunteers to assist health care consumers to be more informed about how to protect their personal health information, detect payment errors, and how to report questionable Medicare billing situations.

4.9. Veterans Directed Home and Community Based Program

The Contractor shall provide Veterans the opportunity to receive home and community based services in a consumer directed fashion that enables them to avoid nursing home placement and to continue to live in their homes and communities. The Contractor shall:

- 4.9.1. Develop and implement a Veterans Directed Home and Community Based (VDHCB) program to provide the services described in Section 4.9.2, in the following ways:
  - 4.9.1.1. Enter into a provider agreement with the White River Junction Veteran's Administration Medical Center (WRJ VAMC), Vermont and/or the Manchester Veteran's Administration Medical Center (Manchester VAMC). The provider agreement is to be based on the Memorandum of Agreement between the Department and the WRJ and/or Manchester VAMC. Under the provider Agreement, the Contractor shall work with the WRJ VAMC and/or the Manchester VAMC and shall be responsible for the service coordination as defined in Section 4.9.2 below.
  - 4.9.1.2. Establish an advisory group to oversee the development, implementation of the program and provide ongoing feedback for continuous improvement of the program and services. Membership is to include representation from key community resources, local Veterans' organizations, Veterans and families of Veterans utilizing the program, and the public.
  - 4.9.1.3. Establish and maintain a budget for the costs to develop and implement the program as follows:



Exhibit A Amendment #1

- 
- 4.9.1.3.1. Ongoing Staff development and training such as but not limited to, costs of trainings for staff, recruiting and hiring new staff, costs of salaries for newly hired staff during development and implementation of the program.
  - 4.9.1.3.2. Ongoing Travel costs associated with ongoing program development and implementation such as, but not limited to: staff mileage to and from training sites, staff mileage related to providing education and outreach to the public about the program, assisting the Veteran in getting services and in identifying service providers and services, establishing and maintaining a of business processes related to the VD-HCBS Program, such as computer equipment, telephone expenses, and office furniture for new staff.
  - 4.9.1.3.3. Once the program has been established, the VAMC will, under their provider agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services, in Section 4.9.2.
  - 4.9.1.4. Provide or contract with an agency to provide financial management services to the Veterans. The Contractor cannot implement the VDHCB program until financial management services are reviewed and approved by the VDHCB national Readiness Review Process, and reviewed by WRJ and Manchester VAMC and DHHS.
  - 4.9.1.5. Provide a minimum of a .5 FTE Veterans Options counselor to provide counseling, assessment, service coordination, and assistance to Veterans participating in the program in developing and managing an individual service budget.
    - 4.9.1.5.1. The Contractor shall increase the FTE when the Veterans caseload exceeds 19 Veterans. The contractor shall increase the FTE to provide 4.5 hours per month per veteran.
  - 4.9.1.6. Ensure that key staffs such as the SLRC Program Director, site supervisors, caregiver specialists, and options counselors are trained in the program practices and procedures prior to service delivery defined in Section 4.9.2.
  - 4.9.1.7. Establish Financial Management Readiness and pass formal readiness review prior to implementation of the program. New FMS agreements must pass formal readiness review.
- 4.9.2. Provide options counseling and assist Veterans in arranging consumer directed services as follows:
- 4.9.2.1. Maintain the provider agreement in Section 4.9.1.1 and the contractor shall be responsible for service coordination for the Veteran as follows:
    - 4.9.2.1.1. Accept referrals of eligible Veterans and their authorized budgets to buy long term supports and services, from at least one of the VAMC in Section 4.9.1.1.
    - 4.9.2.1.2. Provide options counseling to Veterans and their families as they determine how to use their flexible home and community based services budget to meet their long term supports and service needs, goals, and preferences. At a minimum, options counseling shall include an assessment, plan of care and identify type of services to meet the needs of the Veteran to remain in the home and community. The Contractor shall submit the Veteran's plan of care with types of services to the VAMC for approval. The Contractor must obtain budget approval of plan of care from the VAMC before the Veteran receives VD-HCBS supports and services. The Contractor shall comply with the VAMC and the Department's program and policies guide for linking Veterans with needed Long term services and supports and making mutual referrals.



Exhibit A Amendment #1

- 4.9.2.2. Provide or maintain the contract with an agency to provide financial management services. Seek reimbursements for service coordination through the VAMC defined in Section 4.9.1. Once the program has been established, the VAMC will, under their provider agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services.
  - 4.9.3. Ensure the following:
    - 4.9.3.1. All Veterans referred to the program from the VAMCs are contacted within 3 business days of the referral to ServiceLink contractor to set up a date for assessment.
    - 4.9.3.2. 100% of services provided are based on the needs and preferences of the participating Veteran.
    - 4.9.3.3. Veterans enrolled in the program decide what mix of goods and services will best meet their needs for long term care support.
    - 4.9.3.4. Of the Veterans served, there will be a 90 % or better, consumer satisfaction rate.
  - 4.9.4. Comply with procedures for reporting requirements defined by DHHS for monthly "Ticker" reporting requirements defined and required by National VDHCS program administration.
  - 4.9.5. Enter contact data into the Refer 7 data base to increase the amount of resources available by geographic area to serve Veterans.
  - 4.9.6. Ensure that documentation required by both the Department and the VAMC is kept current and submitted according to the program requirements.
  - 4.9.7. Participate in continuous process improvement activities with the Department and/or the VAMC to evaluate and improve the quality of the program and its policies and processes by attending meetings, trainings, to include monthly VDHCS Faculty Calls, and related conference calls.
  - 4.9.8. Participate in trainings that aim to improve knowledge of military culture and other related trainings to enhance competencies required to serve our military family and service member population.
- 4.10. Medicare Improvements for Patients and Providers Act (MIPPA).  
The Contractor shall provide Medicare Improvements for Patients and Providers Act (MIPPA), services through as follows:
- 4.10.1. Provide MIPPA services to assist Medicare beneficiaries to:
    - 4.10.1.1. Reduce Medicare cost share expenses for people with limited income by enrolling beneficiaries into the low-income subsidy (LIS) and Medicare Savings Programs (MSP) and enrolling beneficiaries in Medicare Part D prescription coverage.
    - 4.10.1.2. Increase wellness and prevent illnesses among all Medicare beneficiaries by increasing and promoting awareness of Medicare's preventive and screening services.
    - 4.10.1.3. Promote the Medicare programs described in Section 4.10.1.1 by conducting outreach and education to increase the number of people enrolled into these programs. To assist the Department in determining the outreach and education strategies to implement in the specific geographic area, the Contractor shall complete assessments and analysis to determine the effectiveness of informing Medicare beneficiaries and having them enroll in the programs. Specifically the contractor shall:
  - 4.10.2. Complete an assessment of past outreach activities that targeted low income Medicare beneficiaries and those people who may not have physical access to ServiceLink contractor offices, internet access, or access to a telephone. The Department will provide the data to the Contractor for the specific geographic area list above. Data will include existing and past outreach and education materials and strategies used in the specific geographic area. The contractor shall report the findings to the Department.
  - 4.10.3. Complete an analysis using available statistics such as Social Security and Centers for Medicaid and Medicare Services statistics to identify target areas for outreach. The



Exhibit A Amendment #1

Department will provide the data to the contractor for the specific geographic area listed above. The contractor shall report the findings to the Department.

- 4.10.4. Assess current and past partnerships with other agencies and community services.
- 4.10.5. Conduct outreach, education and assistance to the target population and geographic area as approved by the Department, based on the Contractor's results of the assessment and analysis described in Section 4.10.2, 4.10.3 and 4.10.4, and to meet the goals in Section 4.10.10. Outreach and education consists of the following, but not limited to:
  - 4.10.5.1. Promote the availability of Medicare preventive services such as wellness screenings and flu shots to Medicare beneficiaries through the distribution of promotional materials developed by CMS and BEAS;
  - 4.10.5.2. Set and implement calendar for outreach campaigns (2 per month for each ADRC): (1) Mail introductory letters to town offices, housing sites, home health agencies, Parish Nurses, public libraries, hospital public affair managers, pharmacies, and medical practices; (2) Do follow-up contacts and (3) Arrange face to face meetings.
  - 4.10.5.3. Develop contact list of all fitness centers, health clubs, senior-based websites, AARP local Chapters, churches, senior and community centers, meal sites, and public libraries. The contractor shall request to partner with these contacts to communicate awareness of Medicare Programs listed in Section 4.10.1.
- 4.10.6. Work in consultation with NH SHIP Director and the other ServiceLink contractors to set up MIPPA Email list Serve for State/agency leads – Client Services, Medicaid Eligibility, Fuel Assistance, hospital charitable offices, Minority Services, Sight and Hearing Impaired groups –to disseminate LIS/MSP objectives. The developed email List Serve will be used to communicate awareness of Medicare Programs listed in Section 4.10.1.
- 4.10.7. Develop a media list for the geographic area to be covered – radio stations, newspapers, agency/hospital web-based newsletters and other community websites to share LIS/MSP and Preventive benefits. The media list will be used to implement advertising activities to communicate awareness of Medicare Programs listed in Section 4.10.1.
  - 4.10.7.1. Write scripts for Radio, newspapers, and public service announcements. The Department shall approve them prior to publication.
  - 4.10.7.2. The contractor will be responsible for purchasing the media in their local area.
- 4.10.8. Ensure staffing capacity to insure a demonstrated increase and enhanced beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage as described in section 4.7.3 of the ServiceLink Contract.
- 4.10.9. Complying with procedures for reporting requirements defined by DHHS.
- 4.10.10. Performance Measures: The Contractor will be required to meet or exceed the performance measures described below:



Exhibit A Amendment #1

| Performance Measure                                                                                                                                                                                        | How it will be measured                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Measure 1:</b> Increasing the number of individuals enrolled in: LIS, MSP, and Medicare Part D by eight (8) percent of the total number enrolled in these programs as of September 29, 2014 | Work plan and MIPPA monthly Outreach Activities and Enrollment reports sent to DHHS by 15th of each month.                                 |
| <b>Performance Measure 2:</b> Implementation of Promotional activities for Medicare's Wellness and Preventive Screening Services                                                                           | Work plan and MIPPA monthly Outreach Activities and Enrollment and SHIP reports, (client contacts/public and media activities).            |
| <b>Performance Measure 3:</b> Effectively advertise, promote, and conduct an educational outreach and/or enrollment event activities at least 1-2 times per month.                                         | Work plan and MIPPA monthly report and SHIP reports to DHHS.                                                                               |
| <b>Performance Measure 4:</b> Demonstrate partnership and evaluate effectiveness and lessons learned                                                                                                       | Work plan, MIPPA monthly, SHIP reports, and Partnership listing included in SHIP Mid-Term and annual Performance Grant application to DHHS |

4.11. Evidenced Based Care Transitions

- 4.11.1. 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.
- 4.11.2. The contractor shall follow the evidence based standards and protocols that include the following:
  - 4.11.2.1. The Contractor will employ a minimum of one full-time equivalent Care Transition Specialist to provide evidence based transition services.
  - 4.11.2.2. Interdisciplinary communication across acute, primary care and Long Term Services and Supports (LTSS) service providers/systems.
  - 4.11.2.3. The Contractor will assure that the Care Transition Specialist:
    - 4.11.2.3.1. Participates regularly in hospital discharge planning meetings
    - 4.11.2.3.2. Meets with individuals and their family members during their hospital stay
    - 4.11.2.3.3. Provides post-discharge follow up to assure successful transitions back to the individual's home
    - 4.11.2.3.4. Documents related contacts on behalf of transitioning individuals in Refer 7.
    - 4.11.2.3.5. 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.
  - 4.11.2.4. Activation of individual services;
    - 4.11.2.4.1. 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;
    - 4.11.2.4.2. Ensuring services are in place and suitable for the individual.
- 4.11.3. Enhanced post discharge follow-up;
  - 4.11.3.1.1. 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.
- 4.11.4. Establish formal agreement with a local hospital to perform evidence based person centered transition support;

*[Handwritten Signature]*  
3/2/15





Exhibit A Amendment #1

- 4.11.4.1.1. 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:
  - 4.11.4.1.1.1. Establishing a process for identifying individuals and caregivers in need of transition support services
  - 4.11.4.1.1.2. Developing protocols for referring individuals to the local ServiceLink Contractor for transition support and other services
  - 4.11.4.1.1.3. 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.
- 4.11.5. 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.
- 4.11.6. Within 30 days of the effective date of 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.
  - 4.11.6.1. The Contractor shall comply with standards that are prescribed by the Evidenced Based Model selected.
- 4.11.7. The Contractor will develop and report to DHHS by July 1, 2015, for review and approval, a sustainability plan that allows for the continuation of the program beyond the funding by DHHS.
  - 4.11.7.1. 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.
  - 4.11.7.2. The sustainability plan shall: identify local hospital participation, quality outcomes, best practices, lessons learned, and future goals. The Contractor shall implement the plan effective October 1, 2015.

**5. Operational Functions**

The contractor must adhere to the following operational requirements, standards of practice, approaches, and methods of service delivery. The contractor will:

- 5.1. Operate the ServiceLink Resource Centers Program as an independent program separate and distinct from the fiscal sponsor. In advertising, marketing, and all written and oral descriptive literature that it develops and/or disseminates, the Contractor shall characterize the ServiceLink Resource Centers Program as an independent program.
- 5.2. Occupy office space that is distinct from any other service provider or program operated by the contractor.
- 5.3. Local phone numbers for each ServiceLink Contractor
- 5.4. The ServiceLink Contractor will be responsible for having three to four phones numbers/lines and fax line for clients to access services for the geographic area they serve. The Contractor shall work with DHHS to ensure consistent phone numbers are available to the public, and where necessary shall assume responsibility for existing phone numbers.
- 5.5. It is expected of the contractor to have the first phone number/line to route from the ServiceLink programs national toll free number. It is expected that the contractor's phone service and equipment be compatible with the State's VOIP system.
- 5.6. The contractor is responsible for all costs associated with establishing and operating the phone and fax lines, including necessary equipment.
- 5.7. Phone systems must allow for individual voicemail for each staff person. One main phone line (Line #1) must also be configured to route from the ServiceLink contractor's national toll free



Exhibit A Amendment #1

- ServiceLink Resource Centers Program number. Please address how the toll free number will work since it was not included in the RFP
- 5.8. Operate the ServiceLink Resource Centers Program within its fiscal sponsor's agency, personnel and human resource policies and procedures. Contractors are required to review their policies and procedures to assure the ServiceLink Resource Centers Program operational and program requirements are met.
  - 5.9. Provide sufficient office space and supplies to all staff and volunteers at each ServiceLink contractor's site. Sufficient is defined as: Enough space to conduct private and confidential interviews and meetings with at least three (3) individuals in the room in order to meet their job duties while at a ServiceLink contractor's office.
  - 5.10. Provide sufficient (as defined in 5.9 above) space and supplies to outside team members including but not limited to the Division of Client Services (DCS) staff and the Office of Veterans Services at a minimum of two to three business days per week for financial screenings, interviews, and consultations at local ServiceLink contractors sites.
  - 5.11. Adhere to the following operational and facilities management requirements:
  - 5.12. Staff hours shall be arranged to provide a minimum of 40 hours of operation per week, which includes availability by appointment on the weekend and evening coverage. Publish schedule of hours throughout the geographic area;
  - 5.13. Provide satellite offices or other forms of consumer accessibility. The location of the ServiceLink contractor's main office and any satellite offices that exist shall be in an easy and accessible location so that it is centrally located to the clients in the geographic area that you will serve. Accessibility may be demonstrated in a variety of ways such as proximity to main roads, population centers, businesses, shopping areas, health care sites, and the availability of public transportation;
  - 5.14. Operate primary sites and other forms of access for consumers in buildings and facilities that are barrier free;
  - 5.15. Meet all state and local rules and ordinances related to health, fire and life safety codes;
  - 5.16. Maintain a written response plan to include, but not be limited to, response to fire, violence, inclement weather, and medical and other emergencies and disasters; and
  - 5.17. Agree to have a ServiceLink Resource Centers Program sign visible outside the building in which the ServiceLink contractor's site(s) are located.

**6. Quality Assurance and Continuous Quality Improvement**

- 6.1. Contractor shall have a Quality Assurance and Continuous Improvement plan to ensure services are available, are of high quality, meet the needs of individuals, and are sustained throughout the geographic area covered. The plan shall assure that services adhere to the highest standards, as well as assure that the public and private resources produce measurable results.
- 6.2. Contractors shall track their customers, services, performance and costs, and to continuously evaluate and improve on the results of the services that are provided to individuals and their families, as well as to other organizations in the community. This may include linkages with other data systems, such as Medicaid information systems and electronic health records.
- 6.3. The Quality Assurance and Continuous Improvement plan shall also utilize formal processes for getting input and feedback from individuals and their families on the Contractor's operations, services used, and on-going development.
- 6.4. The Quality Assurance and Continuous Improvement plan shall include measurable performance goals and indicators related to the Contractor's visibility, trust, ease of access, responsiveness, efficiency and effectiveness. The Contractor shall routinely track and monitor consumer demographics and individual-level outcomes such as diversions, transitions, and impact of Options Counseling as well as systems-level outcomes such as service utilization by setting and cost-savings.



Exhibit A Amendment #1

- 6.5. Information Technology and Management Information Systems
- 6.5.1. Contractor will use the Refer 7 database to support all business functions related to the provision of programs provided by ServiceLink contractors. Contractor shall comply with new IT initiatives that DHHS may roll out as part of BIP or SIM initiatives.
- 6.5.2. Contractor shall operate computer equipment and software that meets or is compatible with the State of New Hampshire's minimum Information Technology standard for software and hardware that is equivalent or exceeds the specifications listed below:
- Microsoft Windows 7 64 bit;
  - Microsoft Internet Explorer version 8.0;
  - Documents, spreadsheets and presentation that are compatible with Microsoft Office 2000 and above through 2010;
  - Network Associates - McAfee Virus Scan version 8.8; and
  - Broadband or DSL internet access
- 6.5.3. The Department's current hardware standards are as follows:
- Standard Desktop - Multi Tasking, Standard Apps: I3 Intel Processor, 4GB RAM, 500 GB SATA
  - High End Desktop- Multi Tasking, Heavy Graphics (i.e. CAD): I5 Intel Processor, 8GB RAM, 500 GB SATA
  - The State standard is Windows 7, Office 2010 and Internet Explorer 9
- 6.5.4. Contractor shall comply with the ServiceLink Resource Centers Program Computer Use Agreement.
- 6.6. Continuous Improvement
- 6.6.1. Contractor shall have a plan in place to monitor program quality and a process to ensure continuous program improvement through the use of the data gathered such as consumer satisfaction evaluations and surveys. The Contractor shall submit their plan for review by the Department.
- 6.6.2. Contractor shall inform consumers of complaint and grievance policies and shall have the ability to track and address complaints and grievances. The Contractor shall develop, implement and maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall also have a grievance system in place that includes a grievance process, and any grievances filed are to be available to DHHS upon request.
7. Performance Tracking and Reporting
- 7.1. Contractor shall track and report to Department on the people they serve in the different age groups, with different types of disabilities and that the Options Counseling provided enables people to make informed, cost-effective decisions about LTSS. For each ServiceLink Service, the contractor shall report on:
1. Number of individuals served
  2. Number of repeat visits by individuals
  3. Type of information/referral given to individuals
  4. Type of follow up performed
  5. Frequency of follow ups
  6. Were individuals able to utilize the information provided by the Contractor, including but not limited to, applying for benefits, finding and obtaining referred services, and other forms of assistance
  7. The number of individuals diverted from nursing home/institutional settings;



Exhibit A Amendment #1

8. The number of individuals successfully transitioning from institutional settings (i.e. number of people assisted through formal coordinated or evidence-based transitions programs).

7.2. Minimum Reporting Requirements:

The Table below defines the program reporting data requirements and their source. There will be custom reporting capabilities through Refer7.

| Program Reporting Data Requirement                                                                                                                                                                                    | Data Source                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Program Requirements</b>                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                |
| Adherence to all minimum program and operational requirements                                                                                                                                                         | Contract review assessment tool, site visits                                                                                                                                                                                                                                                   |
| <b>Information, Referral, and Assistance and Awareness</b>                                                                                                                                                            |                                                                                                                                                                                                                                                                                                |
| Number of customer satisfaction surveys sent annually                                                                                                                                                                 | Customized Report                                                                                                                                                                                                                                                                              |
| Number of staff who have received training related to cultural competency                                                                                                                                             | Customized Report                                                                                                                                                                                                                                                                              |
| Number of community outreach and educational events staff participated in annually                                                                                                                                    | Customized Report                                                                                                                                                                                                                                                                              |
| Number of AIRS certified staff                                                                                                                                                                                        | Customized Report                                                                                                                                                                                                                                                                              |
| Number of contacts annually                                                                                                                                                                                           | Refer7                                                                                                                                                                                                                                                                                         |
| Staff follows policies and procedures for the Refer7 system, and other DHHS supported systems such as but no limited to New Heights.                                                                                  | Refer 7 reports, Contract review, New Heights reports                                                                                                                                                                                                                                          |
| Number of home visits annually                                                                                                                                                                                        | Refer7                                                                                                                                                                                                                                                                                         |
| Number of follow ups performed annually                                                                                                                                                                               | Refer7                                                                                                                                                                                                                                                                                         |
| Number of contact and client types by type and % as defined by BEAS                                                                                                                                                   | Refer7                                                                                                                                                                                                                                                                                         |
| Number of referrals made for services not provided annually                                                                                                                                                           | Refer7                                                                                                                                                                                                                                                                                         |
| Number of 'unmet need' provisions documented annually                                                                                                                                                                 | Refer7                                                                                                                                                                                                                                                                                         |
| <b>Options Counseling (OC) and Person Centered Transition Support:</b>                                                                                                                                                |                                                                                                                                                                                                                                                                                                |
| ServiceLink contractors adhere to the Quality Assurance process based on the National Evaluation Framework to define, track, report, and fine-tune progress in achieving national outcomes and performance standards. | Quantifiable individual-level feedback documenting their personal experience, documentation of the number and percent of all individuals with service plans who were offered the option to self-direct and choose to do so, and consumer satisfaction surveys, customized reports, and Refer7. |
| All staff who provide Options Counseling are Nationally Certified                                                                                                                                                     |                                                                                                                                                                                                                                                                                                |
| % Of people report they are able to make informed decisions about their LTSS as a result of the information and if necessary the one-on-one counseling they and or their family caregiver receive.                    |                                                                                                                                                                                                                                                                                                |
| % Of individuals who report they have effectively and seamlessly navigated through the LTSS system and successfully accessed the options they have identified                                                         |                                                                                                                                                                                                                                                                                                |
| % Of persons to have had the opportunity to self-direct their services and supports                                                                                                                                   |                                                                                                                                                                                                                                                                                                |
| % Of individuals who report they have made optimal use of their own private resources and their informal support system                                                                                               |                                                                                                                                                                                                                                                                                                |



Exhibit A Amendment #1

| Program Reporting Data Requirement                                                                                                                                                                                            | Data Source               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Number of Options Counseling sessions conducted in hospitals, rehabilitation facilities, nursing homes, or at home.                                                                                                           | Refer 7                   |
| Number of Options Counseling assessments conducted annually                                                                                                                                                                   | Refer 7                   |
| Number of developed action plans annually                                                                                                                                                                                     | Refer 7                   |
| A minimum of 4 formal agreements with major pathways has been established by the completion Date in box 1.7 of the General Provisions, Form P-37.                                                                             | Copies of agreements      |
| Number of individuals receiving eligibility coordination annually                                                                                                                                                             | Refer 7                   |
| Number of screenings for public programs performed                                                                                                                                                                            | Refer7                    |
| Number of Medicaid appointments scheduled by the ServiceLink contractor                                                                                                                                                       | New Heights               |
| <b>NH Family Caregiver Support Program:</b>                                                                                                                                                                                   |                           |
| Number of staff trained in Powerful Tools for Caregivers curriculum                                                                                                                                                           | Customized Report         |
| Number of Powerful Tools for Caregivers trainings conducted annually (six-week session = 1)                                                                                                                                   | Customized Report         |
|                                                                                                                                                                                                                               | Customized Report         |
| Number of other caregiver specific training sessions conducted annually                                                                                                                                                       | Customized Report         |
| Number of community outreach/information sessions conducted annually                                                                                                                                                          | Customized Report         |
| Number of individuals who received Title III-E respite services annually                                                                                                                                                      | Customized Report, Refer7 |
| Number of caregiver support group meetings held in the community by the ServiceLink contractor staff annually                                                                                                                 | Customized Report         |
| Average number of attendees at support group meetings                                                                                                                                                                         | Customized Report         |
| Number of family caregivers who receive I&R (access assistance) annually                                                                                                                                                      | Refer7                    |
| Number of one-on-one counseling sessions                                                                                                                                                                                      | Refer7                    |
| Number of in-person Options Counseling assessments of the family caregiver needs completed annually                                                                                                                           | Refer7                    |
| <b>State Health Insurance Assistance Program (SHIP):</b>                                                                                                                                                                      |                           |
| Specific performance measures: SHIP Grant sets forth performance levels to measure SHIP effectiveness to determines future grant funding based on the following elements:                                                     |                           |
| Number of total client contacts (in person office, in person home, telephone (all durations, and contacts by email, postal, or fax) per 1,000 Medicare beneficiaries in the ServiceLink Contractors geographic area.          | Customized Report/Refer 7 |
| Number of persons reached through presentations, plus reached through booths/exhibits at health fairs, as well as enrolled at enrollment events per 100,000 Medicare beneficiaries in ServiceLink contractors geographic area | Customized Report/Refer7  |
| Number of substantial personal, direct client contacts (telephone calls of duration 10 minutes or more, in person office, in person home per 1,000 Medicare beneficiaries in ServiceLink contractors geographic area          | Customized Report/Refer7  |
| Number of contacts with Medicare beneficiaries coded as in the CMS defined Disabled program (under 65) per 1,000 Medicare beneficiaries in the ServiceLink contractor's geographic area.                                      | Refer 7                   |



Exhibit A Amendment #1

| Program Reporting Data Requirement                                                                                                                                                                                        | Data Source                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Number of unduplicated Medicare beneficiary contacts that discussed low-income (below 150% FPL, regardless of Asset coding) per 1,000 low-income Medicare beneficiaries in the ServiceLink contractors geographic region. | Refer 7                                     |
| Number of unduplicated enrollment contacts (contacts with one or more qualifying enrollment topics) discussed per 1,000 Medicare beneficiaries in the ServiceLink geographic Region.                                      | Refer 7                                     |
| Number of unduplicated Part D enrollment contacts (contacts with one or more qualifying Part D enrollment topics) discussed per 1,000 Medicare beneficiaries in the ServiceLink contractors geographic Region.            | Refer 7                                     |
| <b>Senior Medicare Patrol Program and Capacity Building programs</b>                                                                                                                                                      |                                             |
| Timely Administration for Community Living Progress Reports) for both SMP and the Capacity Building Program (see attachment).                                                                                             | Customized Report based on federal template |
| Report strategies and describe partnerships that are consistent with BEAS' work plan submitted to ACL, the SMART FACTS reporting system, OIG monitoring elements, and ACL's performances.                                 | Workplan                                    |
| Timely reporting of all SMP activities based on the Office of Investigation's (OIG) reporting elements that are entered into the SMART FACTS database.                                                                    | SMART FACTS                                 |

8. Staffing

8.1. Standards

Contractor shall be required staff to follow the National Social Work standards as follows:

- 8.1.1. Possess the knowledge, skills, and experience necessary to competently perform the activities related to their role or function within the SLRC.
- 8.1.2. Ensure the client's right to privacy and ensure appropriate confidentiality when information about the client is released to others.
- 8.1.3. Ensure knowledge about resource availability, service costs, and budgetary parameters and be fiscally responsible in carrying out activities related to their role or function within the SLRC.
- 8.1.4. Treat colleagues with courtesy and respect and strive to enhance interprofessional, intraprofessional, and interagency cooperation on behalf of the client.
- 8.1.5. Provide sufficient staff to perform all tasks specified in this agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement.
- 8.1.6. Ensure that all staff have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.
- 8.1.7. Develop a Staffing Contingency Plan, including but not limited to:
  - 8.1.7.1. The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
  - 8.1.7.2. Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
  - 8.1.7.3. Discussion of time frames necessary for obtaining replacements;
  - 8.1.7.4. Capabilities to provide, in a timely manner, replacements/additions with comparable experience; and
  - 8.1.7.5. Method of bringing replacements/additions up-to-date regarding this Agreement.



Exhibit A Amendment #1

- 
- 8.1.8. Provide staffing models that will be used by the subcontractors, if applicable.
- 8.1.9. Provide resumes for any changes in key administrative staff to include: CEO, CFO, COO, Executive Director, Financial Manager and managers that supervise staff and volunteers for the programs and services included in this agreement.
- 8.1.10. Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a DHHS State Registry check before the staff member begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.
- 8.1.11. Vacant positions will not be funded. Funds paid for vacant positions shall be recovered during the agreement period.
- 8.1.12. Contractor shall maintain written job/service descriptions for paid and volunteer staffs for the aforementioned staffing model that reflect the scope and duties of their respective roles.
- 8.1.13. Contractor shall conduct a written job competency/service performance review for all paid and volunteer staff annually. Performance reviews must include all competencies and requirements. If agencies use standardized performance review forms an addendum to this process must be established in order to be in compliance with program requirements.
- 8.2. The Contractor shall commit staff for the following positions:
- 8.2.1. Program Management
- Contractor shall be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight. The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the DHHS ServiceLink Resource Center Program Manager.
- 8.2.1.1. Required Certification:
- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
  - Obtain training and certification in Options Counseling within 6 months of hire
  - SHIP/SMP certification
- 8.2.2. Information, Referral, & Assistance and Awareness
- The position links individuals who need assistance with appropriate service providers and/or supplies descriptive information about the agencies or organizations, which offer services.
- 8.2.2.1. Required Certification;
- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
  - Obtain certification as a State Health Insurance Assistance Program (SHIP)
  - Senior Medicare Patrol (SMP) Counselor within year of hire. Training for this Certification must begin within 6 months of hire.
- 8.2.3. Options Counseling and Person Centered Transition Support
- This position provides person centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for persons in need of long-term supports and services.
- 8.2.3.1. Required Certification:
- Acquire the Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
  - Obtain training and certification in Options Counseling within 6 months of hire.
  - Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor



Exhibit A Amendment #1

8.2.4. Options Counseling: Caregiver Specialist

Provide person centered needs assessments, options counseling and referrals, one on one support and consumer-directed services based on the needs, preferences of the caregiver. This position also provides:

- Provide one on one counseling with caregivers to help them problem-solve their unique situation.
- Offer education, support, advocacy and follow-up.
- Facilitate training related to assisting family caregivers. This includes detailed knowledge about issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- Data collection, reporting.

8.2.4.1. Required Certification:

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
- Obtain training and certification in Options Counseling within 6 months of hire.
- Trained/Licensed in Powerful Tools for Caregivers curriculum
- Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor

8.2.5. State Health Insurance Assistance Program (SHIP)

Contractor shall provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's goals and performance measures for their County/Region

8.2.5.1. Required Certification:

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
- Within 6 months of hire:
- Obtain certification as a SHIP and SMP Counselor
- Obtain training and certification in Options Counseling

8.2.6. Senior Medicare Patrol Program (SMP)

Contractor shall provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's deliverables, goals and performance measures for the State/ County/Region.

8.2.6.1. Required Certification

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
- Obtain certification as a SHIP and SMP Counselor, within 6 months of hire

9. Work Plan

Within thirty (30) days of the effective date of the contract, Contractor shall develop and submit to DHHS a detailed work plan that identifies deliverables and includes reasonable timelines for completion of the. DHHS will monitor this contract via this work plan and performance measures defined in the contract.





**Exhibit A Amendment #1**

During the course of this contract period it may be necessary to revise or modify the deliverables and the work plan referred to above to meet the primary objectives defined by the federal grantor. DHHS staff will work with the contractor to develop a solution that takes into consideration resources and timelines for completion. The above-mentioned work plan to be developed will be adjusted accordingly, but in no case will timelines extend beyond the grant award period and or contract period.

9.1. Updated Workplan: Within thirty (30) days of the effective date of any amendment to the agreement, the contractor shall submit a revised workplan to DHHS.

**10. Cultural Considerations:**

The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the effective date of Amendment #3 to the Agreement.

**11. Privacy and Security of Client Information**

DHHS is the designated owner of all data related to the programs provided under this contract and shall approve all access to that data. Contractor shall not have ownership of State data at any time. Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache.

**12. E-Studio**

Contractors shall be required to use DHHS' E-Studio electronic information system. E-Studio is DHHS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Use consistent spelling. Contractor is strongly encouraged to identify all of the key agency personnel who need to have E-Studio accounts to ensure that information from DHHS can be shared with the necessary agency staff. There is no cost to the organization for DHHS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio.

**13. Contract Monitoring**

13.1. The Contractor shall:

13.2. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

13.3. Ensure the Department is provided with access that includes but is not limited to:

13.3.1. Data

13.3.2. Financial records

13.3.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

13.3.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

13.3.5. Scheduled phone access to Contractor principals and staff



**Exhibit B - Amendment #3**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, in accordance with the budgets defined in Section 5 below, for the services provided by the Contractor pursuant to Exhibit A, Amendment #1 Scope of Services.
2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

| CFDA # | Federal Agency                         | Grant Description                                                              |
|--------|----------------------------------------|--------------------------------------------------------------------------------|
| 93.778 |                                        | Medicaid Grants                                                                |
| 93.667 | Administration for Children & Families | Social Services Block Grant                                                    |
| 93.052 | Administration for Community Living    | Family Caregiver Support<br>Title III E                                        |
| 93.517 | Administration for Community Living    | Aging and Disability Resource Center Options<br>Counseling Enhancement Program |
| 93.324 | Administration for Community Living    | State Health Insurance Assistance Program                                      |
| 93.048 | Administration for Community Living    | Senior Medicare Patrol Project                                                 |
| 93.071 | Administration for Community Living    | CMS LIS/MSP Outreach to Low Income<br>Medicare Beneficiaries (MIPPA)           |

- 2.1. The Contractor agrees to provide the services in Exhibit A, Amendment #1, Scope of Services in compliance with funding requirements.

3. Account Numbers in Block 1.6 of the General Provisions of this Agreement, Form P-37 as follows:

| Grant                                                                          | State Account Number                |
|--------------------------------------------------------------------------------|-------------------------------------|
| NH State General Funds                                                         | 05-95-48-481010-95650000-102-500731 |
| Social Services Block Grant                                                    | 05-95-48-481010-92550000-545-500387 |
| Medicaid                                                                       | 05-95-48-481510-61800000-550-500398 |
| Aging and Disability Resource Center Options<br>Counseling Enhancement Program | 05-95-48-481010-78720000-072-500575 |
| Family Caregiver Support<br>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<br>Medicare Beneficiaries (MIPPA)           | 05-95-48-481010-88880000-102-500731 |



### Exhibit B - Amendment #3

4. Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

Financial Manager  
Division of Community Based Care Services  
Department of Health and Human Services  
129 Pleasant Street, Brown Building  
Concord, NH 03301

5. Payment for contracted services will be made cost reimbursement basis only, for allowable expenses based on budgets identified as Exhibits B-1 through Exhibit s B-16. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form.

5.1. Payment for contracted services shall be made on cost reimbursement basis only, for allowable expenses based on the budgets identified as Exhibit B-17 and Exhibit B-18 and in accordance with the Department approved individual program budgets.

5.2. The Contractor will provide invoices on Department supplied forms.

5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

6. The Contractor shall submit to the Department the subcontractor's budget for review and approval. The Contractor shall submit to the Department copies of their invoices and the subcontractor's invoices for actual expenses that support the requests for reimbursement.

7. The Information, Referral, and Awareness Program Budgets Exhibit B-1 and B-6 Contract Share is funded by various sources as a percentage of the total as follows:

7.1. NH State General Funds SFY14: 47% SFY15: 49%

7.2. Social Services Block Grant SFY14: 15% SFY15: 14%

7.3. Medicaid SFY14: 38% SFY15: 37%

8. The Options Counseling and Person Centered Transition Support Programs Budgets Exhibit B-2 and B-7 Contract Share is funded by various sources as a percentage of the total as follows:

8.1. Medicaid SFY14: 64% SFY15: 88%

8.2. ADRC Grant SFY14: 36% SFY15: 12%

9. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibit B-1 through B-18 Budgets, to adjust amounts within the budgets and between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

11. Community Support Requirement: When the Contractor elects to provide additional funding toward the cost of the programs, then the Contractor is obligated to fund the difference between the total 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.



### Exhibit B - Amendment #3

---

12. The Contractor shall complete Time Sheets for staff as instructed and on forms provided by THE DEPARTMENT.
13. Financial Reporting Requirements: The Contractor shall submit Monthly Financial Reports to THE DEPARTMENT upon request.
14. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Monthly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.
15. Veterans Directed Home and Community Based Program: The funding is from July 1, 2014 to June 30, 2015 for the purposes of developing and implementing the program as defined in Section 4.9.1 of Exhibit A, Amendment #1. Once the program is operational, the contractor shall continue providing the scope of work as defined in Sections 4.9.2 through 4.9.8 of Exhibit A, of Amendment #1, without funding from the Department.

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: Options Counseling and Person Centered Transitions Support Program  
(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 | Total         | Direct Incremental       | Indirect Fixed | Total     | Direct Incremental                                   | Indirect Fixed | Total         |
| 1. Total Salary/Wages                   | \$ 83,307.00       | \$ 8,830.54    | \$ 92,137.54  | -                        | -              | -         | \$ 83,307.00                                         | \$ 8,830.54    | \$ 92,137.54  |
| 2. Employee Benefits                    | \$ 6,419.00        | \$ 680.41      | \$ 7,099.41   | -                        | -              | -         | \$ 6,419.00                                          | \$ 680.41      | \$ 7,099.41   |
| 3. Consultants                          | \$ 215.00          | -              | \$ 215.00     | -                        | -              | -         | \$ 215.00                                            | -              | \$ 215.00     |
| 4. Equipment:                           | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| Rental                                  | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| Repair and Maintenance                  | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| Purchase/Depreciation                   | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| 5. Supplies:                            | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| Educational                             | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| Lab                                     | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| Pharmacy                                | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| Medical                                 | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| Office                                  | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| 6. Travel                               | \$ 2,200.00        | -              | \$ 2,200.00   | -                        | -              | -         | \$ 2,200.00                                          | -              | \$ 2,200.00   |
| 7. Occupancy                            | \$ 8,200.00        | -              | \$ 8,200.00   | -                        | -              | -         | \$ 8,200.00                                          | -              | \$ 8,200.00   |
| 8. Current Expenses                     | \$ 5,469.50        | -              | \$ 5,469.50   | \$ 800.00                | -              | \$ 800.00 | \$ 4,669.50                                          | -              | \$ 4,669.50   |
| Telephone                               | \$ 4,257.15        | -              | \$ 4,257.15   | -                        | -              | -         | \$ 4,257.15                                          | -              | \$ 4,257.15   |
| Postage                                 | \$ 396.00          | -              | \$ 396.00     | -                        | -              | -         | \$ 396.00                                            | -              | \$ 396.00     |
| Subscriptions                           | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| Audit and Legal                         | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| Insurance                               | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| Board Expenses                          | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| 9. Software                             | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| 10. Marketing/Communications            | \$ 2,300.00        | -              | \$ 2,300.00   | -                        | -              | -         | \$ 2,300.00                                          | -              | \$ 2,300.00   |
| 11. Staff Education and Training        | \$ 875.00          | -              | \$ 875.00     | -                        | -              | -         | \$ 875.00                                            | -              | \$ 875.00     |
| 12. Subcontracts/Agreements             | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| 13. Other (specific details mandatory): | -                  | -              | -             | -                        | -              | -         | -                                                    | -              | -             |
| TOTAL                                   | \$ 113,638.65      | \$ 9,510.96    | \$ 123,149.61 | \$ 800.00                | -              | \$ 800.00 | \$ 112,838.65                                        | \$ 9,510.96    | \$ 122,349.61 |

Indirect As A Percent of Direct

8.4%

0.0%

8.4%

Contractor Initials: *[Signature]*  
Date: 3/27/15

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bladder/Program Name: Monadnock Collaborative

**Budget Request for: Medicare Improvements for Patients and Providers Act (MIPAA)**

(Name of Program)

**Budget Period: 10/1/14-6/30/15**

| Line Item                              | Total Program Cost |                |              | Contractor Share / Match |                |       | Requested Budget to be Funded by DHHS Contract Share |                |              |
|----------------------------------------|--------------------|----------------|--------------|--------------------------|----------------|-------|------------------------------------------------------|----------------|--------------|
|                                        | Direct Incremental | Indirect Fixed | Total        | Direct Incremental       | Indirect Fixed | Total | Direct Incremental                                   | Indirect Fixed | Total        |
| 1. Total Salary/Wages                  | \$ 14,500.00       | \$ 1,537.00    | \$ 16,037.00 | \$ -                     | \$ -           | \$ -  | \$ 14,500.00                                         | \$ 1,537.00    | \$ 16,037.00 |
| 2. Employee Benefits                   | \$ 4,060.00        | \$ 430.36      | \$ 4,490.36  | \$ -                     | \$ -           | \$ -  | \$ 4,060.00                                          | \$ 430.36      | \$ 4,490.36  |
| 3. Consultants                         | -                  | -              | -            | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| 4. Equipment:                          | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| Rental                                 | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| Repair and Maintenance                 | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| Purchase/Depreciation                  | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| 5. Supplies:                           | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| Educational                            | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| Lab                                    | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| Pharmacy                               | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| Medical                                | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| Office                                 | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| 6. Travel                              | \$ 675.00          | \$ -           | \$ 675.00    | \$ -                     | \$ -           | \$ -  | \$ 675.00                                            | \$ -           | \$ 675.00    |
| 7. Occupancy                           | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| 8. Current Expenses                    | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| Telephone                              | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| Postage                                | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| Subscriptions                          | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| Audit and Legal                        | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| Insurance                              | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| Board Expenses                         | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| 9. Software                            | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| 10. Marketing/Communications           | \$ 2,231.64        | \$ -           | \$ 2,231.64  | \$ -                     | \$ -           | \$ -  | \$ 2,231.64                                          | \$ -           | \$ 2,231.64  |
| 11. Staff Education and Training       | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| 12. Subcontracts/Agreements            | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| 13. Other (specify details mandatory): | \$ -               | \$ -           | \$ -         | \$ -                     | \$ -           | \$ -  | \$ -                                                 | \$ -           | \$ -         |
| TOTAL                                  | \$ 21,466.64       | \$ 1,967.36    | \$ 23,434.00 | \$ -                     | \$ -           | \$ -  | \$ 21,466.64                                         | \$ 1,967.36    | \$ 23,434.00 |

Indirect As A Percent of Direct
9.2%
#DIV/0!

Indirect As A Percent of Direct

Contractor Initials: 1/4/21  
Date: 3/2/15

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Monadnock Collaborative

Program Name: ServiceLink Resource Center

Budget Period: 7/1/15 - 6/30/16

| Line Item                             | Total Program Cost |                  |                   | Contractor Share / Match |                |             | Requested Budget to be Funded by DHS Contract Share |                  |                   |
|---------------------------------------|--------------------|------------------|-------------------|--------------------------|----------------|-------------|-----------------------------------------------------|------------------|-------------------|
|                                       | Direct Incremental | Indirect Fixed   | Total             | Direct Incremental       | Indirect Fixed | Total       | Direct Incremental                                  | Indirect Fixed   | Total             |
| 1. Total Salary/Wages                 | \$ 401,985         | \$ 42,610        | \$ 444,595        | \$ -                     | \$ -           | \$ -        | \$ 401,985                                          | \$ 42,610        | \$ 444,595        |
| 2. Employee Benefits                  | \$ 89,489          | \$ 9,485         | \$ 98,974         | \$ -                     | \$ -           | \$ -        | \$ 89,489                                           | \$ 9,485         | \$ 98,974         |
| 3. Consultants                        | \$ 215             | \$ -             | \$ 215            | \$ -                     | \$ -           | \$ -        | \$ 215                                              | \$ -             | \$ 215            |
| 4. Equipment:                         | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| Rental                                | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| Repair and Maintenance                | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| Purchase/Depreciation                 | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| 5. Supplies                           | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| 6. Educational                        | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| 7. Pharmacy                           | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| 8. Medical                            | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| 9. Office                             | \$ 7,700           | \$ -             | \$ 7,700          | \$ -                     | \$ -           | \$ -        | \$ 7,700                                            | \$ -             | \$ 7,700          |
| 10. Travel                            | \$ 9,120           | \$ -             | \$ 9,120          | \$ -                     | \$ -           | \$ -        | \$ 9,120                                            | \$ -             | \$ 9,120          |
| 11. Contingency                       | \$ 14,104          | \$ -             | \$ 14,104         | \$ -                     | \$ -           | \$ -        | \$ 14,104                                           | \$ -             | \$ 14,104         |
| 12. Current Expenses                  | \$ 5,451           | \$ -             | \$ 5,451          | \$ -                     | \$ -           | \$ -        | \$ 5,451                                            | \$ -             | \$ 5,451          |
| 13. Telephone                         | \$ 1,426           | \$ -             | \$ 1,426          | \$ -                     | \$ -           | \$ -        | \$ 1,426                                            | \$ -             | \$ 1,426          |
| 14. Subscriptions                     | \$ 750             | \$ -             | \$ 750            | \$ -                     | \$ -           | \$ -        | \$ 750                                              | \$ -             | \$ 750            |
| 15. Audit and Legal                   | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| 16. Insurance                         | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| 17. Board Expenses                    | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| 18. Software                          | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| 19. Marketing/Communications          | \$ 9,781           | \$ -             | \$ 9,781          | \$ -                     | \$ -           | \$ -        | \$ 9,781                                            | \$ -             | \$ 9,781          |
| 20. Staff Education and Training      | \$ 4,450           | \$ -             | \$ 4,450          | \$ -                     | \$ -           | \$ -        | \$ 4,450                                            | \$ -             | \$ 4,450          |
| 21. Subcontract/Agreements            | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| 22. Other (specify details mandatory) | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| 0                                     | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| 0                                     | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| 0                                     | \$ -               | \$ -             | \$ -              | \$ -                     | \$ -           | \$ -        | \$ -                                                | \$ -             | \$ -              |
| <b>TOTAL</b>                          | <b>\$ 544,471</b>  | <b>\$ 52,095</b> | <b>\$ 596,566</b> | <b>\$ -</b>              | <b>\$ -</b>    | <b>\$ -</b> | <b>\$ 544,471</b>                                   | <b>\$ 52,095</b> | <b>\$ 596,566</b> |
| Indirect As A Percent of Direct       |                    |                  | 9.6%              |                          |                | #DIV/0!     |                                                     |                  | 9.6%              |

Contractor Initials: *[Signature]*  
Date: 5/27/15

New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Monadnock Collaborative  
Program Name: Services/Link Resource Center  
Budget Period: 7/1/16 - 9/30/16

| Line Item                               | Total Program Cost |                 |            | Contractor Share/Match |                 |       | Requested Budget to be Funded by DHHS Contract Share |                 |            |
|-----------------------------------------|--------------------|-----------------|------------|------------------------|-----------------|-------|------------------------------------------------------|-----------------|------------|
|                                         | Direct Incremental | Indirect Pooled | Total      | Direct Incremental     | Indirect Pooled | Total | Direct Incremental                                   | Indirect Pooled | Total      |
| 1. Total Salary/Wages                   | \$ 100,492         | \$ 10,652       | \$ 111,144 | \$ -                   | \$ -            | \$ -  | \$ 100,492                                           | \$ 10,652       | \$ 111,144 |
| 2. Employee Benefits                    | \$ 22,372          | \$ 2,371        | \$ 24,743  | \$ -                   | \$ -            | \$ -  | \$ 22,372                                            | \$ 2,371        | \$ 24,743  |
| 3. Consultants                          | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| 4. Equipment:                           | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| Rental                                  | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| Repair and Maintenance                  | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| Purchase/Depreciation                   | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| 5. Supplies                             | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| Educational                             | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| Lab                                     | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| Pharmacy                                | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| Medical                                 | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| Office                                  | \$ 1,925           | \$ -            | \$ 1,925   | \$ -                   | \$ -            | \$ -  | \$ 1,925                                             | \$ -            | \$ 1,925   |
| 6. Travel                               | \$ 2,630           | \$ -            | \$ 2,630   | \$ -                   | \$ -            | \$ -  | \$ 2,630                                             | \$ -            | \$ 2,630   |
| 7. Occupancy                            | \$ 3,528           | \$ -            | \$ 3,528   | \$ -                   | \$ -            | \$ -  | \$ 3,528                                             | \$ -            | \$ 3,528   |
| 8. Current Expenses:                    | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| Telephone                               | \$ 1,398           | \$ -            | \$ 1,398   | \$ -                   | \$ -            | \$ -  | \$ 1,398                                             | \$ -            | \$ 1,398   |
| Postage                                 | \$ 352             | \$ -            | \$ 352     | \$ -                   | \$ -            | \$ -  | \$ 352                                               | \$ -            | \$ 352     |
| Subscriptions                           | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| Audit and Legal                         | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| Insurance                               | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| Board Expenses                          | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| 9. Software                             | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| 10. Training/Communications             | \$ 2,446           | \$ -            | \$ 2,446   | \$ -                   | \$ -            | \$ -  | \$ 2,446                                             | \$ -            | \$ 2,446   |
| 11. Staff Education and Training        | \$ 975             | \$ -            | \$ 975     | \$ -                   | \$ -            | \$ -  | \$ 975                                               | \$ -            | \$ 975     |
| 12. Subcontract/Agreements              | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| 13. Other (Specify details in addendum) | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| 0                                       | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| 0                                       | \$ -               | \$ -            | \$ -       | \$ -                   | \$ -            | \$ -  | \$ -                                                 | \$ -            | \$ -       |
| <b>TOTAL</b>                            | \$ 136,118         | \$ 13,024       | \$ 149,142 | \$ -                   | \$ -            | \$ -  | \$ 136,118                                           | \$ 13,024       | \$ 149,142 |
| Indirect As A Percent of Direct         |                    | 9.6%            |            |                        |                 |       |                                                      | 9.6%            |            |

#DIV/0!

Contractor Initials: *[Signature]*  
Date: 3/24/15





### SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

*[Handwritten Signature]*



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
  - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
  - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

*[Handwritten Signature]*

*3/2/15*



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

## DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

*[Handwritten Signature]*  
3/2/15



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to extend the completion date of the contract for up to fifteen months to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.
4. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional umbrella liability insurance coverage of not less than \$2,000,000;



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 3/2/15

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Monadnock Collaborative

3/2/15  
Date

[Signature]  
Name: Melinda S. Feola Maher  
Title: Executive Director

Exhibit G

Contractor Initials [Signature]

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 3/2/15





Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

*[Handwritten Signature]*  
3/2/15



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

*Mbr*  
*3/2/15*



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

*[Signature]*



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

*[Handwritten Signature]*



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

\_\_\_\_\_  
The State

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date

Monadnock Collaborative  
Name of the Contractor

\_\_\_\_\_  
Signature of Authorized Representative

Melinda S. Feola-Mahar  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

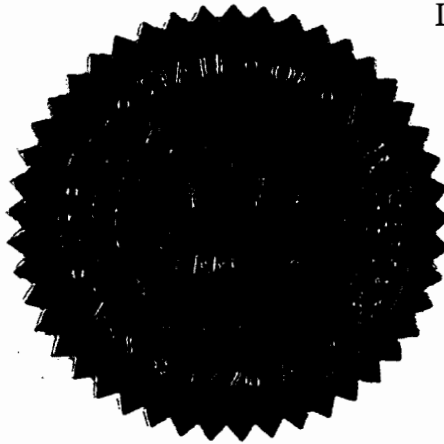
3/2/15  
Date

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 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 28<sup>th</sup> day of April A.D. 2014

A handwritten signature in cursive script, reading "William M. Gardner", is written over a horizontal line.

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Jane Warner, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Monadnock Collaborative.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on October 17, 2005:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 2nd day of March, 2015.  
(Date Contract Signed)

4. Melinda S. Feola-Mahar is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jane Warner  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 2nd day of March, 2015.

By Jane Warner  
(Name of Elected Officer of the Agency)

Carolyn Kim Lauer  
(Notary Public/Justice of the Peace)

(NOTARY **CAROLYN KIM LAUER**  
Notary Public, State of New Hampshire  
My Commission Expires October 17, 2017)

Commission Expires: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                 |                                             |                                      |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------|--------------------------------------|
| <b>PRODUCER</b><br>E & S Insurance Services LLC<br>21 Meadowbrook Lane<br>P O Box 7425<br>Gilford NH 03247-7425 | <b>CONTACT NAME:</b> Pat Mack               |                                      |
|                                                                                                                 | <b>PHONE (A/C No. Ext):</b> (603) 293-2791  | <b>FAX (A/C No.):</b> (603) 293-7188 |
| <b>INSURED</b><br>Monadnock Collaborative & Pilot Health, LLC<br>105 Castle Street<br>Keene NH 03431            | <b>E-MAIL ADDRESS:</b> pat@esinsurance.com  |                                      |
|                                                                                                                 | <b>INSURER(S) AFFORDING COVERAGE</b>        |                                      |
|                                                                                                                 | <b>INSURER A:</b> Philadelphia Insurance Co |                                      |
|                                                                                                                 | <b>INSURER B:</b> AmGUARD Insurance Company |                                      |
|                                                                                                                 | <b>INSURER C:</b>                           |                                      |
|                                                                                                                 | <b>INSURER D:</b>                           |                                      |
| <b>INSURER E:</b>                                                                                               |                                             |                                      |
| <b>INSURER F:</b>                                                                                               |                                             |                                      |
| <b>NAIC #</b>                                                                                                   |                                             |                                      |

**COVERAGES** **CERTIFICATE NUMBER:** 2015 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                | ADDL INSR                       | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                      |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                   |                                 |          | PHPK1293206   | 2/1/2015                | 2/1/2016                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 20,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC                                                                                                                  |                                 |          |               |                         |                         |                                                                                                                                                                                                                                             |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS                                                                                                  |                                 |          | PHPK1293206   | 2/1/2015                | 2/1/2016                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                   |
|          | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 |                                 |          | PHUB489550    | 2/1/2015                | 2/1/2016                | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000                                                                                                                                                                                      |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                    | Y/N<br><input type="checkbox"/> | N/A      | MOWC575376    | 7/1/2014                | 7/1/2015                | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>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

State of NH Dept of Health & Human Service  
Bureau of Elderly and Adult Services  
129 Pleasant Street  
Concord, NH 03301-3852

## 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

Pat Mack/PAT

*Pat Mack*

## **Mission Statement**

SUPPORT AND IMPLEMENT INITIATIVES THAT SUPPORT THE HEALTH AND WELL BEING OF THE CITIZENS OF THE MONADNOCK REGION OF NH PROVIDE INFORMATION AND SUPPORT TO REGIONAL STRATEGIC PLANNING.

**THE MONADNOCK COLLABORATIVE**

**FINANCIAL STATEMENTS**

**JUNE 30, 2013 and JUNE 30, 2012**

**AND**

**INDEPENDENT AUDITOR'S REPORT**

**Robert Halverson, CPA**

Robert

**Halverson, CPA**

119 School St., Keene, NH 03431

February 26, 2014

To the Board of Directors of  
The Monadnock Collaborative

**Independent Auditor's Report**

I have audited the accompanying statement of financial position as of June 30, 2013 and June 30, 2012 and the related statements of activities, functional expenses, and cash flows for the years then ended. These financial statements are the responsibility of the Corporation's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and any significant estimates made by management. I believe that my audit provides a reasonable basis for my opinion.

In my opinion the financial statements referred to above present fairly the financial position of Monadnock Collaborative as of June 30, 2013 and June 30, 2012 and the results of its operations, functional expenses, and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

*Robt Halverson*

MONADNOCK COLLABORATIVE  
Statement of Financial Position  
June 30, 2013 and June 30, 2012

ASSETS

|                                | <u>2013</u>     | <u>2012</u>     |
|--------------------------------|-----------------|-----------------|
| Current Assets                 |                 |                 |
| Cash                           | 176,887         | 261,674         |
| Accounts Receivable            | 79,495          | 43,848          |
| Other Receivables              | 70,429          | 97,028          |
| Prepaid Expenses               | <u>626</u>      | <u>626</u>      |
| Total Current Assets           | 327,437         | 403,176         |
| Property and Equipment         |                 |                 |
| Fixed Assets                   | 46,213          | 29,709          |
| less: Accumulated Depreciation | <u>(21,359)</u> | <u>(24,663)</u> |
| Net Property and Equipment     | 25,854          | 5,046           |
| Other Assets                   |                 |                 |
| Deposits                       | <u>880</u>      | <u>880</u>      |
| Total Assets                   | <u>354,171</u>  | <u>409,102</u>  |

LIABILITIES AND NET ASSETS

|                                       |                |                |
|---------------------------------------|----------------|----------------|
| Current Liabilities                   |                |                |
| Accounts Payable and Accrued Expenses | 5,480          | 8,727          |
| Accrued Payroll and Related Expenses  | 31,269         | 27,360         |
| Deferred Revenue                      | <u>36,111</u>  | <u>36,111</u>  |
| Total Current Liabilities             | 72,860         | 72,198         |
| Net Assets                            |                |                |
| Net Assets, Beginning of the Year     | 336,904        | 291,983        |
| Change in Net Assets                  | <u>19,602</u>  | <u>44,921</u>  |
| Net Assets, End of the Year           | <u>356,506</u> | <u>336,904</u> |
| Total Liabilities and Net Assets      | <u>429,366</u> | <u>409,102</u> |

MONADNOCK COLLABORATIVE  
Statement of Activity  
For the years ended June30, 2013 and June 30, 2012

|                                | <u>2013</u>    | <u>2012</u>    |
|--------------------------------|----------------|----------------|
| Revenue                        |                |                |
| Grants                         | 476,664        | 584,093        |
| Other Revenue                  | <u>49,633</u>  | <u>33,487</u>  |
|                                | 526,297        | 617,580        |
| Expenses                       |                |                |
| Salaries and Benefits          | 310,521        | 308,260        |
| Payroll Taxes                  | 23,755         | 25,146         |
| Contracted Program Services    | 78,933         | 159,941        |
| Occupancy                      | 14,424         | 11,000         |
| Travel                         | 17,832         | 12,756         |
| Staff Development              | 6,361          | 7,659          |
| Telephone and Internet         | 9,635          | 7,791          |
| Program Materials and Supplies | 13,778         | 12,790         |
| Office Supplies                | 12,956         | 12,140         |
| Depreciation and Amortization  | 4,991          | 4,733          |
| Insurance                      | 4,332          | 3,847          |
| Accounting and Legal           | 4,500          | 3,500          |
| Administrative Services        | 4,677          | 3,096          |
|                                | <u>506,695</u> | <u>572,659</u> |
| Change in Net Assets           | <u>19,602</u>  | <u>44,921</u>  |

MONADNOCK COLLABORATIVE  
Statement of Cash Flows  
For the years ended June 30, 2013 and June 30, 2012

|                                                                                                       | <u>2013</u>    | <u>2012</u>    |
|-------------------------------------------------------------------------------------------------------|----------------|----------------|
| Cash Flows from Operating Activities                                                                  |                |                |
| Change in Net Assets                                                                                  | 19,602         | 44,921         |
| Adjustments to Reconcile Change in Net Assets to<br>Net Cash Provided (Used) by Operating Activities: |                |                |
| Depreciation and Amortization                                                                         | 4,991          | 4,733          |
| (Increase) Decrease in the Following Assets;                                                          |                |                |
| Accounts Receivables                                                                                  | (35,647)       | 67,390         |
| Other Receivables                                                                                     | 26,599         | 29,860         |
| Prepaid Expenses                                                                                      | 0              | 10,587         |
| Increase (Decrease) in the Following Liabilities:                                                     |                |                |
| Accounts Payable and Accrued Expenses                                                                 | 3,247          | 38             |
| Accrued Payroll and Related Expenses                                                                  | (3,909)        | (6,787)        |
| Deferred Revenue                                                                                      | 0              | 0              |
| Total Adjustments                                                                                     | <u>14,883</u>  | <u>105,821</u> |
| Net Cash Provided (Used) By Operating Activities                                                      | 34,485         | 150,742        |
| Cash Flows from Investing Activities                                                                  |                |                |
| Purchase of Fixed Assets                                                                              | <u>0</u>       | <u>(629)</u>   |
| Net Cash Provided (Used) By Investing Activities                                                      | <u>0</u>       | <u>(629)</u>   |
| Net Increase (Decrease) in Cash                                                                       | 34,485         | 150,113        |
| Cash, beginning of the year                                                                           | <u>261,674</u> | <u>111,561</u> |
| Cash, end of the year                                                                                 | <u>296,159</u> | <u>261,674</u> |

MONADNOCK COLLABORATIVE  
Statement of Functional Expenses  
For the years ended June 30, 2013 and June 30, 2012

|                                |                |               | <u>2013</u>    | <u>2012</u>    |
|--------------------------------|----------------|---------------|----------------|----------------|
|                                | <u>Program</u> | <u>Admin</u>  | <u>Total</u>   |                |
| Expenses                       |                |               |                |                |
| Salaries and Benefits          | 277,606        | 32,915        | 310,521        | 308,260        |
| Payroll Taxes                  | 21,237         | 2,518         | 23,755         | 25,146         |
| Contracted Program Services    | 78,933         |               | 78,933         | 159,941        |
| Occupancy                      | 12,224         | 2,200         | 14,424         | 11,000         |
| Travel                         | 15,942         | 1,890         | 17,832         | 12,756         |
| Staff Development              | 6,361          |               | 6,361          | 7,659          |
| Telephone and Internet         | 8,614          | 1,021         | 9,635          | 7,791          |
| Program Materials and Supplies | 13,778         |               | 13,778         | 12,790         |
| Office Supplies                | 11,583         | 1,373         | 12,956         | 12,140         |
| Depreciation and Amortization  | 4,462          | 529           | 4,991          | 4,733          |
| Insurance                      | 3,873          | 459           | 4,332          | 3,847          |
| Accounting and Legal           | 0              | 4,500         | 4,500          | 3,500          |
| Administrative Services        | <u>0</u>       | <u>4,677</u>  | <u>4,677</u>   | <u>3,096</u>   |
|                                | <u>454,613</u> | <u>52,082</u> | <u>506,695</u> | <u>572,659</u> |



The Monadnock Collaborative  
Notes to the Financial Statements  
June 30, 2013 and June 30, 2012

**1. Significant Accounting Policies:**

**Basis of Accounting** -

The Monadnock Collaborative (the Collaborative) prepares its financial statements in accordance with generally accepted accounting principles. The basis of accounting involves the application of accrual accounting; consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred.

**Basis of Presentation and Change for New Pronouncements** - The financial statement presentation follows the recommendations of the American Institute of Certified Public Accountants, in its Industry Audit Guide, *Audits of Voluntary Health and Welfare Organizations*.

The Collaborative elected to adopt SFAS No. 117, *Financial Statements of Not-for Profit Organizations*. Under SFAS No. 117, the Collaborative 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 restricted net assets. Contributions are considered unrestricted unless a use is specified by the donor, or unless it was in response to a temporary or permanently restricted appeal.

**Tax Status** - The Collaborative became an IRS recognized 501(c)(3) nonprofit organization. As such it files an annual 990 tax return which is available to the public.

**Contributions** - Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions.

**Deferred Revenue** - The Collaborative receives some grants in advance of the contracted period for services. These amounts of revenue are recorded as liabilities, deferred revenue, at the balance sheet date.

**2. Organization and Business :**

The Monadnock Collaborative is a not-for-profit corporation. The Collaborative, located in Keene, New Hampshire, purpose is to support the efforts of local project and initiatives aimed at identifying and addressing the unmet healthcare needs of residents in the Monadnock Region of New Hampshire. Major programs include information and referral, education, and service program management.

### 3. Furniture, Equipment, and Leasehold Improvements:

The Collaborative capitalizes expenditures for items in excess of \$500, and depreciates the assets using the straight-line method over the following estimated useful lives:

|                                | <u>Useful Lives</u> | <u>June 30, 2013</u> | <u>June 30, 2012</u> |
|--------------------------------|---------------------|----------------------|----------------------|
| Equipment, Furniture, Software | 3-10 years          | 46,213               | 29,709               |
| Less accumulated depreciation  |                     | <u>(21,359)</u>      | <u>(24,663)</u>      |
|                                |                     | <u>\$ 25,854</u>     | <u>\$ 5,046</u>      |

### 4. Leases:

The Collaborative leased its office facilities from the Monadnock Affordable Housing Corporation, a subsidiary of the Keene Housing Authority. The lease is a three year term renewable for an additional three years at the June 30, 2015 expiration. The Collaborative shares its office space with a related party (see footnote 7) Pilot Health, LLC. The minimum future lease payments due are as follows:

|               |               |
|---------------|---------------|
| June 30, 2014 | <u>29,425</u> |
|               | \$ 29,425     |

### 5. Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates that affect certain reported amounts. Accordingly, actual results could differ from those estimates.

### 6. Donated Goods and Services:

The Collaborative receives significant donations of volunteer's time which are not recognized in these statements.

### 7. Related Party Transactions:

The Collaborative was formed in part by the actions of Pilot Health, LLC and one of Pilot Health's partner Monadnock Family Services. Prior to July 1, 2007 Monadnock Family Services was providing payroll, computer, and administrative services to the Collaborative. Pilot Health, LLC shares office space, purchasing, payroll, employee benefits with the Collaborative. As of June 30, 2013 and 2012 Pilot Health, LLC owed the Collaborative \$ 79,495 and \$ 97,028, respectively. These balances do not require an allowance for bad debt as they have been collected in the past and currently appear collectable.

**MONADNOCK COLLABORATIVE  
BOARD OF DIRECTORS**

**Curt Hiebert, Chair**  
**Keene, NH 03431**



**Barclay Chase, Vice Chair**



**Robert Ritchie**



**Keith F. Thibault**  
**Southwestern Community Services**



**Jane Warner**  
**Keene State College**



# Melinda S. Feola-Mahar

---

## Summary of qualifications

Knowledgeable in managing departmental, interdepartmental and interagency systems in order to provide comprehensive services to consumers and their families.

Experienced in working collaboratively with state and local agencies to develop new and innovative service models, such as the Community Network Team, "A Place of My Own", Pilot Health, LLC and Monadnock ServiceLink; Monadnock Collaborative, and Dental Health Works.

Twenty years of experience in program development and implementation, including clinical, administrative, and fiscal accountability.

Demonstrated experience with developing and implementing quality improvement initiatives.

Skilled in public speaking and consultation on a variety of topics, including clinical, academic, and administrative aspects of healthcare.

---

## Education

Bachelor of Arts in Sociology; concentration gerontology; Clark University, 1981

Master of Arts in Counseling Psychology, Rollins College, 1990

---

## Professional experience

8/2000 to Present: Executive Director, Monadnock Collaborative

Provide administrative, fiscal and managerial leadership for the development and implementation of all projects, including Monadnock ServiceLink, Community Network Team, and Dental Health Works. Work directly with the Board of Directors to manage all aspects of the organization including but not limited to: corporate formation, establishment of federal 501 (c)(3) status, hiring and supervising paid and volunteer staff, community coalition building, grant writing, marketing, quality assurance, and fiscal management. Responsible for establishing and maintaining a working relationship with all funding sources and ensuring that the organization meets all regulatory standards.

1998 to Present: Administrator, Pilot Health, LLC

Provide administrative, fiscal and managerial leadership for the development and implementation projects and services designed to enhance the long term care service system for the Monadnock region. Current programs include Home and Community Based Case Management Services and Geriatric Care Management. Responsibilities include the formation of a Limited Liability Company, fiscal management, development of quality assurance and outcome measures, coordination of participating community agencies, grant writing, program and project development, hiring and supervision of staff, and coordination with state and federal agencies.

1993-1998: Director of Adult Case Management and Elderly Services, Monadnock Family Services

Oversaw the daily operations of four programs serving the needs of the chronically mentally ill and the older adult population. Provided direct supervision to program leaders. Worked collaboratively with all aspects of the agency to ensure quality of care, fiscal accountability, compliance with state and federal regulations, and continued program development. Consulted with and supervised the Coordinator of the Community Network Team to ensure the continued growth and development of this HCTF project. Participated in the Dual Eligible work group to represent the needs of mentally ill adults and elders in this project.

1986-1993: Director of Outpatient Services, Circles of Care, Inc.

Maintained a clinical psychotherapy practice of adults and families. Provided clinical and administrative supervision to all department staff. Oversaw the development and implementation of policies and procedures, utilization review and continued quality improvement measures as required by the Joint Commission for Accreditation of Hospitals (JCAHO). Responsible for the development and management of the department budget. Interfaced with state and federal agencies to ensure compliance with guidelines and regulations.

---

**Presentations and  
Consultations**

1995 – Southern Wyoming Mental Health Center, Cheyenne, WY – Provided consultation to this agency regarding reorganization of their service delivery system and clinical treatment planning.

1995 – Trinity College, Burlington, VT/Middletown, CT, Satellite Campus – Taught course section on differential psychiatric diagnosis and community based treatment models.

1996 – IAPSRs, Detroit, MI – "Psycho-therapy in Psychosocial Rehabilitation"; "Multi-disciplinary Treatment Planning"

1996 – Partners for Change, Nashua, NH – "Managing Care in a Managed Care Environment"

1997 – National Association of Case Management, Orlando FL – "Breaking Down the Barriers: Case Management Without Walls"

2002 – Consulted on the development of New Hampshire ServiceLink Leadership Council

2003 – New Hampshire Conference on Aging, Concord, NH – "Caring for the Caregiver"

2003 – Alliance for Information and Referral, Cleveland, OH – "NH ServiceLink Network"

2003 – Southeastern Vermont Community Action – consulted on the development of a corporate safety plan; provided staff training on dealing with difficult clients

2003 – New England Conference on Economic Development for Disabled Adults – "Creating community responsive dental care"

2003 – Consulted on the re-organization of the Sullivan County ServiceLink Program

2004 – Consulted with the Upper Valley Community Benefits Coalition regarding legal options for formalizing the Coalition: Monadnock Collaborative model.

2004 – American Society on Aging, conference, San Francisco, CA – "Geriatric Care Coordination"

2005 – NH Conference on Aging, Manchester, NH – "Navigating the Maze of Long Term Supports"

2005 – Alliance for Information and Referral, Tucson, AZ Rural Aging I&R/A: Creating a System of Care Through Unique Partnerships

---

**Affiliations and  
Memberships**

Adjunct Faculty, Granite State College

American Society on Aging

National Association of Geriatric Care Managers

New Hampshire Independent Case Management Association

New Hampshire ServiceLink Network

Monadnock Senior Advocates; Steering Committee member

District Health Council; advisory to District 5 Executive Councilor

Council for a Healthier Community

Former Board Member: AIDS Services for the Monadnock Region

Former Board Member: Community Prevention Collaborative

Board Member: Community Research Center, Keene State College

Board Member: Lily Garden Learning Center

Coalition Member: Heading for Home; a regional housing coalition

# Jennifer Seher

## EXPERIENCE

### Health Care and Rehabilitation Services,

**Mental Health Services**, Springfield, VT

*Therapeutic Case Manager*

**May 2000 - present**

- Perform functions listed below for cases in which a child is returning to the community from residential placement or is at risk of being residentially placed. Typically these cases involve children who are not in state custody but require a complex system of services and funding.

**Therapeutic Foster Care/Social Support Services**

**December 1996 - April 2000**

*Senior Case Manager/Team Leader*

- Liaison with state social services and other clinical and community-based providers.
- Provide case management services for complicated systems generally involving foster and biological families; facilitate reunification efforts when appropriate.
- Provide supportive counseling for foster and biological families.
- Coordinate implementation of treatment plans for children and teens.
- Coordinate with Vermont Department of Mental Health on developing and managing Medicaid waivers and individualized service budgets.
- Respond to and manage placement crisis.
- Co-lead weekly girls group for young teens focused on developing improved peer relationships and anger management skills.

**Worldwatch Institute**, Washington, DC

**June 1995 - November 1996**

*Designer/Desktop Publisher, World Watch magazine*

**Freelance Writing, Layout and Design**, Washington, DC

**July 1993 - June 1995**

**National Parks and Conservation Association (NPCA)**, Washington, DC

*Deputy Director of Grassroots Program*

**February 1991 - June 1993**

- Managed grassroots program for 300,000 member national non-profit organization.
- Oversaw the budgeting and administration of six regional offices and one chapter.
- Built a three tier activist program; increased membership 80 percent in one and half years.
- Served as editor and desktop publisher of *The ParkWatcher*, NPCA's bimonthly activist newsletter.
- Assisted in writing grant proposals and wrote chapters for park related publications.

*Project Manager*

**October 1989 - July 1992**

- Managed the development of a Congressionally mandated national trail plan.
- Facilitated and mediated community planning meetings in cities across the country.
- Co-wrote several Congressional reports; presented findings before Congress and at conferences.
- Represented NPCA in coalitions and lobbied Congress on river and trail issues.

**American Trails**, Washington, DC

**January - October 1989**

*Intern promoted to Program Assistant*

**Center for Environmental Management**, Medford, MA

**September - December 1988**

*Training Coordinator*

**Thompson Island Education Center**, Boston, MA

**spring and fall 1988**

*Youth Adventure-based Environmental Science Instructor*

**Wilderness Ventures**, Jackson Hole, WY

**summer 1988**

*Trip Leader*

## EDUCATION

**Tufts University**, Medford, MA, 1988 - BS, Geology with a concentration in environmental studies

## VOLUNTEER ACTIVITIES

Educational Surrogate, State of Vermont, 1999 - present

Taught Life Skills classes to high school students, Washington, DC, 1993 - 1995

Naturalist, Huntley Meadows, Fairfax, VA, fall 1993

NPCA Volunteer Coordinator, Martha's Table, Washington, DC, 1991 - 1993

---

**Objective**

To provide the public with the opportunity to better their community and lives. To play an integral role in the non-profit community.

**Education**

BA in Psychology from Keene State College  
Humboldt State University, Arcata CA  
Keene State College, Keene NH  
Keene High School, Keene NH

**Related Professional Experience**

- Ten years experience working with diverse populations
- Ten years experience with providing case management to a diverse population
- Ten years experience with Monadnock community organizations
- Eight years experience developing, implementing, and evaluating programs/projects
- Eight years experience supervising student volunteers/interns/employees and projects
- Eight years experience marketing for programs and recruiting referral sources
- Demonstrated success in grant writing, program evaluation, monitoring a budget, event planning/coordinating
- Demonstrated professional connections in the Cheshire County and Monadnock Region

**Experience**

**Information and Referral Specialist, Monadnock ServiceLink, Keene NH, December 2010-Present.** I work with adults, elderly, and disabled to provide them with referrals to community resources as well as provide them with general assistance. Assist with applying for Medicaid, DHHS assistance, and Medicare. I also supervise all volunteers and help with recruitment. Maintain a resources database for all community agencies in the Monadnock Region.

**PCSP Service Coordinator, Granite State Independent Living, Keene NH March 2009-December 2010.** I worked with the Chronically Ill and Elderly to help them become more independent in their lives. I provided support with hiring, staffing, supervising, socializing, transportation, advocacy, as well as mobility.

**CHINS Diversion Program Case Worker, City of Keene Youth Services, Keene NH, April 2004-March 2009.** I was a case worker for youth ages 7-17 who were truant from school and skipping school, receiving negative grades, running away from home, or repeatedly disobeying their parent/guardian, or other authority member. I provided case management to youth and parents, advocacy, helped to identify services in the community, gave information and referrals to organizations in the community, and visited schools to educate youth on Juvenile Laws. In addition to working with youth and families, I monitored my budget, applied for funding, recruited referral sources, and developed new segments of the program. I was constantly building strong connections with the community and finding new ways to market the program such as letters, brochures, flyers, etc. I planned many public events for professionals in my area. I was the Dear Dana of the Youth Services Dear Dana website. Helped to plan and implement a teen website. In this position with the City, I was also in charge of updating and organizing all of the Youth Services and Human Services websites, as well as being the Department Technology Liaison. I hired, trained, and supervised youth working for the City of Keene.



**Advocate**, Monadnock Center for Violence Prevention, Keene NH, July 2003-April 2004. I was an advocate for victims of domestic violence and sexual assault. I provided court advocacy, peer support, and referrals, while participating in an on-call crisis/help line. I helped to supervise volunteers that worked for the Center. I advocated for men, women, youth, and children. The objective of this position was to help victims get to the point in their recovering process where they can move on and live their life again.

**Youth Services Coordinator**, Keene Housing Authority Youth Safe Haven, Keene NH, March 2002-July 2003. I worked with low-income, high risk children and families. I developed and implemented programming for these youth and parents. Developed and implemented regular family events and parenting trainings. I planned trainings and workshops for these families. I spent time fundraising to help fund programs for the youth and parents. I recruited, hired, trained, and supervised volunteers from Keene State College that wanted to work closely with youth and families.

**Direct Caregiver**, Monadnock Developmental Services, Keene NH Summer 2001. I provided direct care to individuals with disabilities. I provided transportation to jobs, shopping, and activities. I assisted in meal preparation and everyday chores. I participated in recreational activities with clients.

**AmeriCorps Vista Member**, Keene Housing Authority, Plus Time NH Summer 2001. I worked with low-income parents and children, planning summer programs for children, and workshops for adults. I created activities for families to do together as a way to lower violence throughout the neighborhoods.

#### **Coursework**

Social Psychology, Personality, Counseling, Seminar: Anxiety and Depression, Youth in Transition, Alcohol and Drug Dependency, Social Work, Family Social Work, Gender and Communication, Changing Family, Abnormal Psychology, Psychological Testing, Statistics, and Research Methods.

#### **Activities**

Juvenile Conference Committee Member, City of Keene

Keene Lions Club Plays

Delta Phi Epsilon, self-chair and community service chair, Keene State College

Acapella Choir, Keene High School

Drama Club, Keene High School

#### **Special Trainings/Skills**

- Juvenile Conference Committee Member for the City of Keene Youth Services
- Prevention Trainings
- 40 Hours of Domestic Violence and Sexual Assault Training
- Microsoft Word and Excel Trainings
- Dream Weaver Internet Development Training
- Tech Liaison Training
- Extensive Refer trainings
- Medicare Counselor Certified
- Refer Resource Database Trainings
- Juvenile Delinquency Trainings
- Communication Trainings
- Community Leadership Initiative Retreat
- Conflict Resolution Trainings
- Understanding Addiction Trainings
- Substance Abuse Conferences and Trainings
- Family Planning Trainings
- Business Writing Trainings

- Medication Administration Training and Certification
- Leadership Training
- Grant Seeking Trainings
- Extensive Computer skills and knowledge
- Strong interpersonal skills
- Strong written and oral communication skills
- 10 years of Spanish Language Education, cannot speak fluently

### **Hobbies/Special Interests**

- Spending time with my children and family
- Outdoor enthusiast, enjoy biking, hiking, and spending time in nature
- Theater, singing, and cooking

### **References**

Professional Reference:

Judy Sadoski

City of Keene

Youth and Human Services Director

3 Washington Street

Keene, NH 03431

1-603-352-1982

1-603-357-9810

Professional Reference:

Julie Davenson

CCANNH

Program Director After-School Programming

181 brickyard road

Nelson, NH 02457

1-603-827-4108

1-603-499-6315

Professional Reference:

Kim Robinson

SAU 29 KHS

Special Education Teacher

Arch Street

Keene, NH 03431

1-603-352-0640

1-802-387-2427

1-802-275-7027

Keith R. McAllister

---

**OBJECTIVE:**

To apply a diverse training and experienced background into an organizational setting that will benefit from my proven ability to administrate and execute the delivery of services to consumers.

**EDUCATION:**

|                                    |                              |                 |
|------------------------------------|------------------------------|-----------------|
| Spring 2003                        | University of Mass           | Westborough, MA |
| <i>CERTIFICATE PROGRAM IN</i>      |                              |                 |
| Alcoholism and Chemical Dependency |                              |                 |
| Treatment services                 | Pre-qualified for LDAC exam  |                 |
| 1995 - 1997                        | Community College of Vermont | Brattleboro, VT |
| <i>HUMAN SERVICES</i>              |                              |                 |
| 1989 - 1990                        | Trinity College              | Burlington, VT  |
| <i>HUMAN SERVICES</i>              |                              |                 |
| Graduated 1981                     | North Country Union High     | Newport, VT     |
| <i>BUSINESS MANAGEMENT</i>         |                              |                 |

**WORK EXPERIENCE:**

Feb 2010-Present/Part Time 20 Hrs     *Frances J. Tolles Home*     Claremont, NH

***SITE MANAGER -***

Providing all aspects related to the Management of a Senior Living Community owned by the City of Claremont and overseen by a Board of Trustees. Supervision to 2 full time staff and 4 part time employees to provide a safe secure environment for Ladies in "straightened circumstance" as stated in the bequeath of Frances J. Tolles in 1922.

Dec 2007-Present/Part Time 30 Hrs     *Pilot Health*     Claremont, NH

***CARE COORDINATOR – Choices for Independence/HCBC Program***

Case Management services under the NH Medicaid Choices for Independence Program formerly known as "Home and Community Based Care" to help low income seniors and people with disabilities to be able to live in their homes by coordinating services through provider agencies to include, Skilled Nursing, Home health Aids, Personal Care Service Providers, MOW's, Accessibility and information and referral to other community supports they may need to live in their own homes.

April 2002 – May 2007 *Advocates Inc*     Framingham, MA

***CLINICAL PROGRAM MGR - Supported Housing and Residential Program***

Direct supervision, program development, budgeting, clinical evaluation, training and support of staff members in the provision of services to consumers diagnosed with severe Mental Illness to include skills training, medication mgt, benefits, budgeting and how to access the supports available to them to live independently in the community.

1999 - Aug 2001     *Granite State Independent Living Foundation*     Concord, NH

**PROGRAM DIRECTOR**

Direct supervision, program development, budgeting, evaluation and reporting of GSIL's:

Title VII Part C Independent Living Services (ILS) — program staff of 14 in providing services of peer support and counseling, information and referral, skills training and advocacy, to a cross-disability population statewide.

Title VII Part B — contracted services of service coordination, access/equipment funding, transportation and access to communication statewide.

1998 -1999

*Granite State Independent Living Foundation*

Concord, NH

**ACCESSIBILITY SERVICES COORDINATOR**

Provided technical assistance and training on the ADA (Americans with Disabilities Act) to consumers, the community, public institutions, and private businesses. Responsible for overseeing the information and referral functions with emphasis on accessibility awareness and adherence to the ADA.

1995 - 1998

*Vermont Center for Independent Living*

Montpelier, VT

**SATELLITE OFFICE MANAGER/PEER ADVOCATE COUNSELOR**

Manager of Brattleboro office — information and referral to consumers and local service providers while serving as a local liaison with government officials, community groups, businesses, and the media.

Peer Advocate Counselor — service coordination to individuals with disabilities to increase their capacity for independent living and to assist in solving related problems.

Training received — Americans with Disabilities Act, group facilitation, advocacy/local to legislative, Independent living philosophy/history, alternate formatting, dealing with human service agencies, and communication.

1990 - 1994

*Chittenden Bank*

Burlington, VT

**LEAD SERVICE REPRESENTATIVE**

Supervised, trained, and developed customer service representatives. Responsible for scheduling and cash control while maintaining audit standards and sales program.

Training received — Zenger Miller; Front-line leadership: solving problems, the basic process; establishing performance expectations; developing job skills; coaching for optimal performance; taking corrective action; recognizing positive results; dealing with emotional behavior; getting your ideas across; gathering information from others; and giving constructive feedback.

**OTHER EXPERIENCE:**

Former member of the NH Governors Commission on Disability, Architectural Barrier-free Design Committee.

Former member of VSA of NH, Cultural Access Committee.

Conference/Event Coordination.

Facilities Maintenance – Marriott, Goddard Mansion

REFERENCES: Available upon request

# Elyse Adams

## Objective

I am interested in obtaining a challenging and fulfilling position in Human Service.

## Abilities

- Microsoft Office
  - Word – Intermediate
  - Excel – Intermediate – including basic formulas and file matching
  - Publisher- Intermediate
  - Outlook- Intermediate
- Some Access
- X1 Solutions Database
- BPCS Inventory Control
- Customer Service Skills
- P.I.E.R.S- Data entry system
- P.W.I.T.S- Data entry system

## Employment History

### **Program Assistant**

03/19/2012-Current

Monadnock Collaborative

Keene, NH

- Logistics- Organizing and arranging food and location for events
- Participating in meetings with community members
- Working with the Regional Network of Substance Misuse Leadership Team
- Entering data into database
- Making connections with people in the Monadnock Region
- Contacting partners, coalition members, community members, and service providers through direct contact, email, or phone calls
- Taking meeting minutes
- Organizing and copying material for distribution
- Organizing and creating media advertisements and press releases
- Filing all paperwork, data collections, and handouts
- Assist Regional Substance Misuse Coordinator with Strategic Planning process
- Maintenance of Facebook, Twitter, and web page
- Assisting in grant writing process

### **NE Scheduler/ Logistics Coordinator**

02/2006 - 04/2009

C&S Wholesale Grocers

Keene, NH

- Scheduled appointments for 3rd party carriers into the various warehouses
- Appointed carriers into warehouses using on-line data entry in Retalixtraffic.com through phone calls and web (email) requests
- Maintained a record of all calls in Excel
- Received 60-120 calls per day with the heavier volume during the holidays or when covering for personnel out of the office
- Contacted and rescheduled carriers when a warehouse was too full by scheduling another appointment in a different warehouse or hired storage facility
- Created Purchase Orders for products going from one C&S warehouse to another C&S warehouse
- Created and maintained the transportation log for all purchase orders daily and week
- Assisted the Supervisor with the creation of reporting spreadsheets for the department Vice President

## **Sales Marketing Assistant**

February 2004 – August 2004    Schleicher & Schuell BioScience    Keene, NH

- Database entry and maintenance using X1 Solutions – a customer relations management database
- Entered and fulfilled leads from advertising, trade shows, and the sales team
- Generated and cleaned up sales reports in Excel requested from Sales and Marketing using BPCS – the inventory, purchasing, and customer reporting management system

## **Educational History**

| <b>Completion Date</b> | <b>Issuing Institution</b>     | <b>Qualification</b> | <b>Course of Study</b>         |
|------------------------|--------------------------------|----------------------|--------------------------------|
| 06/2004                | Monadnock Regional High School | High School Diploma  | General high school curriculum |
| 04/2012                | Axia University of Phoenix     | Associates of Arts   | Human Service Management       |
| 06/2013                | NH Providers Association       | Certificate          | Grant Writing                  |
| Current                | Axia University of Phoenix     | Bachelors of Science | Psychology                     |

# Heather H. Sundstrom

**OBJECTIVE:** *A position where I can utilize my reception and data entry skills*

## **QUALIFICATIONS**

*Familiar with Microsoft office, multiple phone lines, filing, copy and fax machines.*

## **EDUCATION**

*2004- Microsoft Office Certificate Keene Community Continuing Education, Keene, NH*

*1973- PGPB Baylor University Medical Center, Dallas, Texas*

*1971- LPN- Moore General Hospital School of Nursing, Goffstown, N.H.*

## **EMPLOYMENT**

*Sept. 2006 to Present Receptionist,*

*Monadnock Servicelink Resource Center, Keene, NH*

*Answer Multiple line phone system and direct calls*

*Perform filing, copying and sending faxes.*

*Assist with making appointments.*

*Use Microsoft Office and Excel.*

*Assistant to the Director.*

*Sept. 1997-Jan. 2007 Housekeeper,*

*Unicco, KSC Keene, N.H.*

*Prepared classrooms and rest rooms for daily use as well as thorough seasonal cleaning of floors, walls, cabinets and equipment.*

*Empty trash and refill supplies as needed.*

*Handle distribution of recyclables.*

*April 1997-Aug. 1998 Sales Representative,*

*Reliance Trading Company, Keene, N.H.*

*Visit existing accounts.*

*Check account inventory, place re-orders and restock merchandise.*

*Issue credits.*

*Oct. 1981-Feb.-1997 Manager, Fabric and Domestic Department*

*Richs Department Store, Keene, N.H.*

*Schedule daily department duties.*

*Process damaged merchandise for credit to store*

*Check in Receivables.*

*Prepared displays for sales floor.*

*Provided excellent customer services.*

## Beverly E. Lee-Packard

### Employment

|                                                                                      |                                               |
|--------------------------------------------------------------------------------------|-----------------------------------------------|
| Transitions In Caregiving Specialist<br><i>Monadnock ServiceLink Resource Center</i> | 2008 – Present<br><i>Keene, New Hampshire</i> |
|--------------------------------------------------------------------------------------|-----------------------------------------------|

Responsible to conduct an assessment of the Caregivers' situation and their needs; assist in creating a comprehensive support plan; assist Caregiver in developing a budget using funds from NH Family Caregivers Respite Grant. Leads Powerful Tools Educational Respite Series/Master Trainer.

|                                                                               |                                            |
|-------------------------------------------------------------------------------|--------------------------------------------|
| Program Coordinator<br><i>Home Healthcare, Hospice and Community Services</i> | 1993 – 2008<br><i>Keene, New Hampshire</i> |
|-------------------------------------------------------------------------------|--------------------------------------------|

Responsible for all the daily operations of the Castle Center an Adult Day Care Program. Oversees staff and participants in all areas of the program. Is responsible for the development of budget for the program and staff. Maintains records for daily operation, billing, contracts and staff.

|                                              |                                            |
|----------------------------------------------|--------------------------------------------|
| Teacher<br><i>Cheshire Children's Center</i> | 1991 – 1993<br><i>Keene, New Hampshire</i> |
|----------------------------------------------|--------------------------------------------|

|                                                                 |                                            |
|-----------------------------------------------------------------|--------------------------------------------|
| Nursing Home Administrator<br><i>Westwood Healthcare Center</i> | 1987 – 1991<br><i>Keene, New Hampshire</i> |
|-----------------------------------------------------------------|--------------------------------------------|

|                                                              |                             |
|--------------------------------------------------------------|-----------------------------|
| Social Service Director<br><i>Westwood Healthcare Center</i> | <i>Keene, New Hampshire</i> |
|--------------------------------------------------------------|-----------------------------|

### Education

|                            |                            |
|----------------------------|----------------------------|
| <i>University of Maine</i> | <i>Presque Isle, Maine</i> |
|----------------------------|----------------------------|

|                              |                          |
|------------------------------|--------------------------|
| <i>University of Buffalo</i> | <i>Buffalo, New York</i> |
|------------------------------|--------------------------|

|                           |                              |
|---------------------------|------------------------------|
| <i>Lincoln University</i> | <i>Lincoln, Pennsylvania</i> |
|---------------------------|------------------------------|

|                                                                    |                              |
|--------------------------------------------------------------------|------------------------------|
| <i>B.A., 1977 Major: Sociology<br/>University of New Hampshire</i> | <i>Lincoln, Pennsylvania</i> |
|--------------------------------------------------------------------|------------------------------|

|                                                      |                              |
|------------------------------------------------------|------------------------------|
| <i>Long Term Care Administration Graduate Course</i> | <i>Durham, New Hampshire</i> |
|------------------------------------------------------|------------------------------|

### Awards

- Magna Cum Laude
- Phi Beta Kappa



# Resume

Jeanette Learnard

## Personal

## Employment

2008-Present

LPN for the Connecticut Valley Day Out Program

Duties: Evaluation, development, and implementation of programs for the adult population in need of medical adult day-care assistance. Assisting them with resources in the area, arranging for appointments and filling out forms.

2001-2008

Child Health Program Coordinator Good Beginnings of Sullivan County

Duties: Intake and assigning of new clients, Visitation Center Supervisor, statistician for Home Visiting and Child Health Programs, Parents as Teachers trained Home Visitor with resourcing to other local agencies. Use of Microsoft Windows. Excel and Publisher.

1999-201

Family Case Worker, Family Resource and Support Program, Newport, NH.

Duties: Weekly visit to families giving them support and helping them to resource other services to meet their individual needs. Interaction with various local and state agencies.

1989-1999

Manager, Claremont Travel Service, Claremont, NH

Duties: Arranging group and personal travel for my clients. Office management for a 5 person office, light bookkeeping and schedule arranging.

1969-1989

Staff Nurse at Newport and Claremont Hospitals and Claremont Visiting Nurses

Duties: Providing general nursing care, attending emergency room triage, making home visits and working at various clinics.

## Education

LPN Degree, Addison Gilbert Hospital, Gloucester, MA.

Keeping CPR and LPN licensure current, with various conferences and courses.

Seminars given by the New Hampshire DCYF for case management of children and families. Attended informational meetings for services in the State of New Hampshire Training for the Parents as Teachers curriculum.

Administered and attended various informational meetings and seminars for the travel industry.

Attended conferences and meetings for administering Adult Day Care.

Accounting and Excel course, Claremont Technical College, Claremont, NH.

# JEANNE MURRAY

## Education

BA, Social Work with a minor in Psychology May 2007  
University of New Hampshire, Durham, NH

## Related Experience

### **Case Manager/Geriatric Support Services Coordinator, November 2011- Present**

Franklin County Home Care Corporation

330 Montague City Road Suite #1 Turners Falls, MA 01376

- Conduct initial intakes and reassessments for elders living in the community to determine need and eligibility for home care services.
- Evaluate level of services needed and develop care plans accordingly.
- Provide ongoing case management and reassessments for caseload of over 100 elderly consumers and maintain detailed documentation in consumers' paper and electronic files.
- Assist consumer and/or consumer's family with applying for Medicaid as well as other community benefits such as SNAP, Safelink Wireless Phone, and Fuel Assistance.
- Work as part of an interdisciplinary team with nurses in the State Home Care and SCO programs.

### **Home Care Case Manager, August 2009- November 2011**

Mystic Valley Elder Services

300 Commercial St. #19, Malden, MA 02148

- Conducted home visits to gather consumer information including establishing a relationship with consumer/family and working with him/her to identify unmet needs in order to determine eligibility and solutions.
- Developed, authorized, implemented and monitored care plans for consumer within budget guidelines to meet identified needs.
- Managed caseload of 100+ elderly consumers.
- Provided ongoing reassessment of client/family needs as well as monitoring effectiveness of services.

### **Social Worker, June 2007-August 2009**

Area Home Care & Family Services

1320 Woodbury Ave., Portsmouth, NH 03801

- Conducted in-depth interviews and assess clients' service eligibility and needs in their homes in accordance with agency and state regulations.
- Assisted Program Director with coordinating and conducting monthly staff meetings, interviewing and hiring employees.
- Initiated and administered "Project Cool Air" which provided much needed air conditioning units to eligible families.
- Supervised the UNH Social Work Intern 2008-2009 providing direct training, education, support, and supervision to Social Work Intern.

### **Resident Assistant, August 2008- June 2010**

A Better Chance

134 Main St., Andover, MA 01810

While maintaining a full time job, I resided with 9 minority high school students in the ABC House and oversaw their daily life including dormitory-related activities and academic-related activities.

- Provided a supportive, structured, family style atmosphere that promotes excellence in all areas of the student's lives.
- Supervised study hours 3-4 nights a week, maintaining direct responsibility for tracking the academic and social progress of the students and enforcing program rules and guidelines.

# Jessica D Benware

## Areas of Specialty

- Augmentative Communication
- Team Management
- Medical Terminology
- Diabetes, dementia, autism, seizure disorders, and mobility concerns
- Use of databases and specific programs
- Knowledge of welfare and Medicaid programs, Social Security, and Medicare

## Qualifications

- Excellent written and verbal communication skills
- Experience with nonverbal people, communication devices, and Facilitated Communication
- Able to work independently or in groups
- Organized and detail oriented
- Created positive interpersonal relationships in teams
- Provided quality assurance for services provided
- Developed and maintained accurate data systems
- Followed strict confidentiality practices
- Medication administration
- Supervised, supported and evaluated employee performance
- Provided training to support staff and home providers

## Experience

*ServiceLink Resource Center of Sullivan County 2010- Present*

### **Long Term Care Support Counselor**

Provide individualized options counseling for consumer long term care needs. Conduct an assessment of needs, screen for program eligibility, and plan development consistent with consumer preferences and values for current and future services. Ensure consumer understanding of the services and supports that are available to them and their loved ones. Support decisions that are made and assist with that plan. Complete applications and forms while assisting with collection of necessary documentation. Consumer tracking and follow up until services are received. Advocate for accessibility and availability of needed services and benefits. Provide additional referral services to available resources. Educate consumers regarding programs and supports that are available by doing public presentations and distributing information. Perform other Servicelink roles such as Information and Referral Services, Medicare counseling, Medicaid and state assistance applications, as well as Social Security information and applications. Use computer systems including Refer 7, Options, New Heights, and NHeasy. Answer phones and assist consumers that walk in with anything that they may need.

*Lincoln Street, Inc*      2004-2009

**Service Coordinator**

Developed and implemented consumer Individualized Service Agreements with clearly defined goals and data collection mechanisms as well as Behavioral Support Plans and monitored their effectiveness. Summarized this data in assessments and reports, provided necessary follow up through telephone contact and scheduling team meetings, assured record maintenance and confidentiality complied with Medicaid requirements. Trained and supervised home providers and support staff implementing the plans while assuring that medical practices and procedures were followed. Maintained open communication with the agency nurses and medical personnel using medical terminology as it related to individual health concerns and medication administration. Conducted monthly audits of consumer personal funds and oversaw individual Medicaid Waiver budgets. Supported and assisted home providers in providing individualized supports and becoming employers and employing respite providers.

*United Developmental Services*      2002-2004

**Program Coordinator**

Monitored and coordinated all aspects of individualized services provided to developmentally disabled adults living with providers in the community and in congregate settings. Responsible for creating and supervising implementation of Individualized Service Agreements by home providers and support staff including proper and complete data collection to comply with Medicaid requirements. Compiled and entered data into the computer system for assessment and assured for confidentiality. Scheduled and facilitated home visit meetings as well as medical appointments. Assured that medical practices and procedures were followed including care needs, medication administration, and documentation.

*Florida Department of Children and Families*      2001-2002

**Family Services Counselor**

Provided support to at risk families to ensure the safety of children in protective services and foster care by making referrals for services. Made recommendations to the court regarding parental rights and placement in foster care through writing assessments from data collected while monitoring court ordered recovery plans and supervising family visits. Scheduled and facilitated meetings with parents, foster parents, and relatives as well as made unscheduled visits. Provided follow up support and services to families. Documented all activities in in Florida's statewide HomeSafeNet computer system.

**Education**

Franklin Pierce College    1998  
B.A. Psychology

Rindge, NH

Fall Mountain Regional High School    1994  
Diploma

Langdon, NH

# Rebecca M. Rostron

---

## Objective

To obtain a full time position and career while contributing to a growing company that challenges me daily while working as a team towards a common goal and allows me to interact with fellow colleagues and the public as well as provide exceptional service to all that I interact with.

## Experience

2008 – Present      Southwestern Community Services Claremont, NH  
ServiceLink Resource Center of Sullivan County

### **Certified Information & Referral Specialist –Aging – CIRS-A Certified Medicare Counselor**

- Provide supported referrals and information to the elderly & disabled to help them lead independent and healthy lives as well as to help them understand and navigate the NH DHHS system, Medicare system and other needed programs.
- Apply complex and changing Federal and State policy to ensure consistent and accurate pre-screening of clients eligibility for State and Federal benefits.
- Assess individual's long and short term needs to help identify resources to meet these needs
- Assist with filing for SS benefits and appeals (retirement, disability)
- Counsel and educate the elderly & disabled on all aspects of Medicare and other available health insurance options– (new to Medicare, fraud and abuse, enrolling, prescription drug plans, Medicare Advantage plans, Medicare Supplemental Ins. Info)
- Prepare reports in a timely manner for various funding sources (ie: AoA reports, SHIP reports, MIPPA reports, SMP reports)
- Enter all Medicare related fraud and abuse issues, concerns, education and outreach into SMART FACTS and other reporting systems
- Educate, report and provide supported assistance to Medicare beneficiaries to get Medicare Savings Benefits
- Provide community outreach (ie: presentations, radio, TV, ads) to help educate the elderly and disabled on the programs we have available to them to help them lead healthy and independent lives
- Provide Long Term Care and Caregiver support options counseling, when needed
- Work with BEAS to keep our database of resources up to date

2006-2008

Valley Regional Hospital

Claremont, NH

**Mammography Coordinator**

- Coordinate all functions of the mammography department
- Schedule all patients for diagnostic and routine screenings.
- Schedule all breast biopsies.
- Record all mammo and biopsy results into MRS system and mail result letters to all patients
- Manage mammo sched to maintain full daily schedules

2004-2006

Gill Home

Ludlow, VT

**Payroll and Accounts Payable**

**Social Services Director – Admissions & Discharge Coord.**

- Processed payroll and all employee benefits.
- Filed quarterly tax, federal and state payroll forms
- Managed all employee HR files, name badges, time cards
- Set up new employees with health, dental insurance
- Managed yearly reviews and updated licenses for all licensed staff
- Rec'd and entered all invoices into GL system and paid invoices on time
- Recruited and coordinated all facility admissions
- Helped resident's and families adjust to being admitted to a nursing home
- Made sure that all proper home supports were in place before any resident was discharged (ie: home care providers, ramps, bathing adaptations, meals on wheels etc).
- Assisted family's complete all admission paperwork, financial eligibility
- Completed quarterly and yearly psychosocial and discharge planning care plans for residents
- Provided social service supports for residents and their families

2001-2004

Dartmouth Hitchcock Med Ctr

Lebanon, NH

**Insurance Referral Specialist/Clinical Secretary**

- Obtained HMO ins referrals for all patient's specialty appts
- Scheduled all specialty appts ordered by PCP
- Scheduled patients for PCP appointments
- Collected office visit co-pays
- Entered and verified patient insurance and demographics

1999-2001

VNA of VT & NH

White River Jct., VT

**Payroll/HR/Workers Compensation**

- Processed payroll for multi-state home care agency with several satellite offices
- Managed HR files for all employees
- Managed tickler system for all licensed staff to assure all licenses and ins coverage are up to date
- Prepared all agency over time and on call reports
- Managed all workers compensation reports/claims for agency and assigned staff to appropriate light duty

1989-1999

Sullivan County Nursing Home

Unity, NH

**Health Unit Coordinator**

**MDS Medicaid Reimbursement Data Entry**

**LNA**

- Entered all federally mandated MDS assessments for Medicaid reimbursement into the computer system
- Managed patient medical record charts
- Ordered all supplies for the unit from dietary to general medical to specialty Medicare B supplies such as colostomy and feeding tube supplies.
- Recorded daily vitals (temperatures, pulse, respirations) into resident's medical records
- Maintained all resident's medical records – made sure all MD orders are signed in a timely manner (ie: telephone orders), lab tests posted, entered etc.
- Coordinated all the unit's activities
- Answered unit phone calls and directed appropriately
- Provided daily personal care (bathing, toileting, feeding, ambulating) to residents
- Monitored residents for any vital changes, behaviors etc

## KIM LAUER

**OBJECTIVE** To be the Long Term Care Support Counselor/Options Counselor for Monadnock ServiceLink Resource Center

---

**SKILLS & ABILITIES** Experience in working with the elderly and disabled, families and care givers.  
Knowledge of federal, state and local assistance programs.  
Extensive network of contacts in agencies and with providers.  
Highly organized, detailed oriented, able to handle multiple responsibilities.  
Strong communication skills.

---

**EXPERIENCE** **MEDICARE COUNSELOR, MONADNOCK SERVICELINK RESOURCE CENTER**  
2007 - Current  
Provide unbiased counseling about Medicare and Medicaid and information on other health insurance options and concerns. Counseled not only Medicare beneficiaries, but also worked with family members on behalf of the Medicare beneficiary, pharmacies, physicians and insurance companies. Problem solved co-ordination of benefit issues, Medicare appeals and fraud and abuse.

**INFORMATION AND REFERRAL SPECIALIST, MONADNOCK SERVICELINK RESOURCE CENTER**  
2006 - 2007  
Provided links to information and resources, support systems, services available in the Monadnock region. Often as simple as providing a phone number and often as complex as researching options, determining eligibility, assisting with applications and collaborating with providers and family.

---

**EDUCATION** **KEENE STATE COLLEGE – KEENE NEW HAMPSHIRE – BACHELOR OF ARTS, SOCIOLOGY**

---

**LEADERSHIP** Chairperson – Community Advisory Council – Cheshire Medical Center/Dartmouth Hitchcock Clinic, Keene, NH.

---



# CARLEIGH L. WARNER

**OBJECTIVE:** To assist blind and visually impaired with disabilities to understand and access long term care options.

## EDUCATION:

Bachelor of Arts in Sociology

May 2012

Minor: Communication

Keene State College

## INTERNSHIP:

Insurance Specialist

Spring 2012

Insurance Specialist, Dr. Wyman G. D. Keene, NH

2009-2012

Verify pre-exam insurance. Perform file cataloging and alphabetization. Assist with the insurance billing.

## LEADERSHIP & ACTIVITIES:

Participant, Nicaragua in Change

Spring 2010

Spent one week with students at the Universidad de las Américas in Nicaragua to gain perspective of the Nicaraguan culture. Worked to coordinate campus visit by Nicaraguan speaker and hosted presentation.

Member, International Sociology Honor Society

Spring 2012

Member of Alpha Kappa Delta student to coordinate campus wide events. Take part in off campus gatherings and assist with enrollment of new members.

## SKILLS:

Knowledge of Word, Excel and PowerPoint  
Proficient with common office equipment

**EDUCATION:**

Bastyr University, Seattle, Washington.  
Doctor of Naturopathic Medicine, June, 1992.  
B.S. Natural Health Sciences, June, 1992.

Florida International University, Miami, Florida.  
B.A. Liberal Studies, Minor Religious Studies, Certificate Women's Studies, December, 1987.  
Graduation with Honors.

Miami Dade Community College Medical Campus, Miami, Florida.  
EMT/Paramedic with Advanced Cardiac Life Support and CPR Instructor training 1979-1982.  
Field training Miami Beach, City of Miami & Dade County Fire/Rescue & urban hospital intensive care, emergency and trauma units. Licensed 1980 & 1981.

**PROFESSIONAL AND WORK EXPERIENCE:**

Certified Marketplace Assister, Monadnock ServiceLink Resource Center, Keene, NH  
February 2014 – present.

Customer Relations Assistant/Per Diem Hospice Administrative Assistant, Home Healthcare, Hospice & Community Services, Keene, NH, June 2010 – February 2014.

Naturopathic Physician, private practice in primary care and supportive care for women at the Center for Women's Health at Evergreen a private clinic within Evergreen Medical Center a regional medical center in Kirkland, WA, October 1997 - October 2009.

Class Instructor, Evergreen Community Health Education, Evergreen Medical Center, 1997 - 2006.

Adjunctive Clinical Faculty, HIV/AIDS Clinic, Bastyr Health Clinic, Seattle, WA, 1996 – 1997.

Naturopathic Physician, solo practice family medicine, Kirkland, WA, October 1992 - October 1997.

Client Support, Physician's Clinical Laboratory, Bellevue, WA, September 1992 - September 1993.

Academic Office Staff & Teaching Aide, Bastyr University, Seattle, WA, October 1989 – October 1991.

Community Aide & Home Health Support, Fremont Public Association, Seattle, WA, Summer 1989.

Home Care Provider, State of Washington DSHS/COPES, Seattle, WA, January 1989 - July 1992.

Sales, Supervisor Special Events & Tours, Logistical Support, Accounting, Ladatco Tours, (wholesale tour operator Latin America) Miami, FL, July 1975 – March 1988.

Candidate Firefighter/Paramedic, City of Miami and Dade County Fire Departments, 1982 and 1983.

Licensed EMT/Paramedic, private ambulance services, Miami, FL June 1980 – January 1981.

**PERSONAL:**

I relocated to Keene from Seattle and live with my partner and our young daughter. I would love the opportunity to apply my clinical and life experiences, training and education in a creative capacity that serves others and this community. Personal and professional references are available on request.

# Tierney "TearNee" W. Barker

## EDUCATION

---

Bachelor's in Psychology

Sep 2009-Sep 2012

University of Massachusetts Amherst, Amherst, MA

## HIGHER EDUCATION & OTHER EXPERIENCE

---

### **Residential Specialist/Case Manager (Hilltop Recovery Residence)**

Health Care & Rehabilitation Services, Bellows Falls, VT

July 2014 – Present

- ▲ Provide and coordinate services for clients with mental illnesses and addictions
- ▲ Teach independent living skills, such as food prep, budgeting, community integration, and hygiene
- ▲ Tutor clients in GED, high school, and college-level coursework
- ▲ Assist clients in reaching established goals in areas of social, academic, emotional, etc.
- ▲ Trained in Medication Administration and given fill-in Shift Leader responsibilities within less than one month of hire

### **Women's Center Coordinator (secondary position)**

Sep 2013-Jun 2014

Landmark College, Putney, VT

- ▲ Recruited, hired, trained, and supervised six undergraduate Women's Center Interns
- ▲ Planned programs on exploration, appreciation, and empowerment of women and gender issues
- ▲ Collaborated with other departments and committees on events, including maintaining membership on the Sexual Respect Committee and Alcohol and Drug Committee
- ▲ Maintained educational resources, budget records, and event calendars
- ▲ Provided a safe, welcoming space for women and female-identifying students on-campus
- ▲ Served as a resource on issues affecting women, including sexual assault reporting when Counselor or Title IX Coordinator was unavailable after hours
- ▲ Catered to a low ratio of female students in a unique population with Learning Disabilities

### **Resident Dean (primary position)**

Nov 2012-Jun 2014

Landmark College, Putney, VT

- ▲ Worked with students with Learning Disabilities and co-occurring disorders
- ▲ Oversaw a residence hall of 70 students and jointly oversee seven other residence halls
- ▲ Directly supervised three Resident Assistants and 21 indirectly
- ▲ Recruited, selected, supervised, trained, and evaluated undergraduate Resident Assistants
- ▲ Assumed on-call responsibility for entire campus on rotating basis
- ▲ Adjudicated minor, in-hall conduct cases and monitored Community Service completion
- ▲ Acted as Conduct Officer as needed for moderate cases
- ▲ Coordinated housing assignments for all students as part of a 3-person team
- ▲ Managed operational functions for residence halls such as budget, key records, damage assessment, room changes, reporting and billing, maintenance requests, and hall openings & closings
- ▲ Actively participated in the academic plan of my 70 residents by monitoring their academic progress and classroom attendance

# Tierney "TearNee" W. Barker

3

## Rock Wall Instructor

Nov 2012-Aug 2013

Landmark College, Putney, VT

- ▲ Monitored and belayed for a 32-ft indoor Rock Wall multiple nights a week to ensure safety and proper belaying techniques (Assisted Belay, Self Belay, and Team Belay)
- ▲ Selected, supervised and trained undergraduate Rock Wall Staff
- ▲ Certified students and staff in belaying with a GriGri and ATC
- ▲ Checked equipment daily for any failures and replaced as needed

## Case Manager (Transitional Age Youth Program)

May 2012-Dec 2012

ServiceNet, Greenfield, MA

- ▲ Managed a caseload of 6-15 residential and outreach clients with mental illness and addictions
- ▲ Personally administered and recorded compliance of medication for all clients
- ▲ Completed paperwork for Psychological Evaluations, WIC, SNAP, SSI/SSDI, FAFSA, and Common Application for college admissions
- ▲ Budgeted monthly food allowance and created meal plan, including preparing meals for clients
- ▲ Tutored for GED Prep, SATs, High School and College-level courses
- ▲ Assisted clients in independent living skills around cooking, budgeting, cleaning, medication compliance, schoolwork completion, job and apartment searches, advocacy, and coping skills
- ▲ Ran weekly group therapy sessions in addition to Farm trips to teach animal and plant care
- ▲ Received training in Motivational Interviewing and other Counseling approaches

## Instructor (Practicum)

Jan 2012-May 2012

University of Massachusetts Amherst, Amherst, MA

- ▲ Taught two university-level courses for undergraduate students
- ▲ **Sustainable Thinking:** an alternative learning style course on changing our way of thinking
- ▲ Utilized multimodal techniques, such as hands-on learning (farming), video, discussion, speakers, conferences, field trips, and student presentations
- ▲ Topics included permaculture, eco-trends, modes of transportation, solar energy, plastic, technology, false nutritional claims, and GMOs
- ▲ **Community of Residence Educators (CORE):** Required for potential Resident Assistants
- ▲ Topics included residence hall strengths and weaknesses, policy overview, leadership, confrontation and mediation skills, peer counseling/mental health, alcohol and drugs/addiction, cultural diversity, and unique learning profiles.

## Senior Resident Assistant

Aug 2010-May 2012

University of Massachusetts Amherst, Amherst, MA

- ▲ Directly managed 70-90 students, co-managed other floors of up to 90 additional students, and indirectly oversaw 500-800 mixed-year students in 1-2 buildings
- ▲ Worked with Transfer, Non-Traditional, International, and Athlete students
- ▲ Worked in traditional-style, suite-style, and break housing
- ▲ Assisted House Council and Area Government on cluster-wide programs and policy revisions
- ▲ Maintained and audited key records, room condition reports, and rented items
- ▲ Documented policy violations, room damages, and concerning behaviours
- ▲ Oversaw and mentored 15 new Resident Assistant (RA) staff members in my second year

# Tierney "TearNee" W. Barker

t

## ADDITIONAL EXPERIENCE

---

### **Sexual Respect Committee, Member**

Sep 2013- Jul 2014

Landmark College, Putney, VT

- ▲ Collaborate with other departments on educational resources, programs, and events around sexual respect on-campus
- ▲ Coordinate program tasks for Sexual Respect Committee and Women's Center
- ▲ Identify the needs of students on-campus regarding sexual respect

### **Alcohol And Drug Committee, Interim Head (March-July 2014)**

Nov 2012-Jul 2014

Landmark College, Putney, VT

- ▲ Worked with several departments to provide educational programs and resources to students that are compatible with various Learning Disabilities
- ▲ Discuss and evaluate alcohol and drug policy violations' required Alcohol and Drug Assessment
- ▲ As Interim Head, oversaw project to implement bi-annual survey of incoming students' alcohol and drug use and changes in these habits

### **Resident Assistant Training Committee, Co-Chair**

Nov 2012-Jul 2014

Landmark College, Putney, VT

- ▲ Plan and implement Resident Assistant Training that encompasses the key components of residential life while utilizing multimodal learning to be compatible with a myriad of Learning Disabilities
- ▲ Coordinate necessary tasks (room reservation, compile presentations) and update Residential Life Staff on changes
- ▲ Organize other departments and assist with workshops as needed to develop a strong interdepartmental representation during Resident Assistant Training

### **Monadnock Alcohol and Drug Abuse Youth Committee, Chair**

Sep 2012-May 2013

- ▲ Provided educational and social alternative programs for local middle and high school youth
- ▲ Recruited local youth and college students to join committee
- ▲ Advocated for and promoted youth advocacy, harm reduction, and AOD prevention
- ▲ Collaborated with regional schools to recruit youth and advertise events
- ▲ Updated MADAC website, social media, and educational resources as needed

### **Students Helping Our Community, Youth Coach**

Sep 2012-May 2013

- ▲ Coordinated with high school youth to provided alternative night out programs
- ▲ Supplied food and operated necessary machinery for programs (popcorn machine, cotton candy)
- ▲ Monitored budget and allocated necessary reimbursements for purchases
- ▲ Updated SHOC sub-website, social media, and recruitment paperwork as needed

### **Transfer New Student Orientation Committee, Student Member**

Sep 2011-May 2012

- ▲ Collaborated with multiple departments to identify needs of Transfer Students
- ▲ Planned and implemented Transfer New Student Orientation program schedule

# Tiernev "TearNee" W. Barker

## High-Five Co-Facilitator, Peer Mentor & Ropes Course Instructor

Dec 2006-June 2008

High-Five Adventure Learning Center, Brattleboro, VT

- ▲ Instructed Ropes Course for visiting groups, including low and high challenge course elements
- ▲ Belayed for and monitored groups on outdoor Rock Wall
- ▲ Taught in classrooms weekly utilizing team-building and alternative education
- ▲ Supervised a wide range of student and adult groups (size 5-100), of all ages (Pre-K to Adult)
- ▲ Co-Facilitated Summer School Ropes Course, Rock Wall, and Initiative Game programs for students with Learning Disabilities, Deaf, MR, Cerebral Palsy, Asthma, and other unique abilities

## CERTIFICATIONS

---

|                                                 |                         |                     |
|-------------------------------------------------|-------------------------|---------------------|
| Adventure Basics Certification                  | High-Five Adventure     | July 2013           |
| Medication Administration Certification         | D&S Technologies        | July 2012-July 2014 |
| Medication Administration Certification         | HCRS/Under RN Licensure | August 2014-Present |
| CPR, 1 <sup>st</sup> Aid, and AED Certification | Red Cross               | July 2014-July 2016 |
| Belay Certification                             | Multiple Locations      | July 2003-Present   |

## PROFESSIONAL AFFILIATIONS

---

|                                                                  |                    |
|------------------------------------------------------------------|--------------------|
| National Association of Student Personnel Administrators (NASPA) | Nov 2013-Present   |
| National Residence Hall Honorary                                 | Aug 2010-June 2012 |

## OTHER SKILLS

---

Speak/Read/Write Conversational Spanish  
MS Office, OpenOffice.Org, Advocate, Residence, Google Docs, GroupWise, Outlook, Blackboard, ThinkTank, Quicken, Quick Books, Citrix, Essentia EMR/LWSI, Sunrise Bed Management

## NORA KELLS GORDON

---

PROFESSIONAL SUMMARY: More than 25 years of clinical and administrative experience in social work, program and team development and health care systems. Skilled in mediation and crisis management.

JOB OBJECTIVE: I am most interested in joining an organization where I can continue to use my problem-solving people-oriented skills and broadly apply my mediation skills. I look forward to building strong working relationships and expect to be challenged by workplace changes and growth.

### EXPERIENCE

2003-August 2013 – Social Worker, Sullivan County Nursing Home, Unity, N.H.

Responsible for 80+ short term and long term residents. Assessed psychosocial needs and developed/implemented care plans working with interdisciplinary team. Coordinated between community agencies and families. Led team and family meetings. Provided crisis intervention and dispute resolution for families, residents and co-workers.

1988-2002 – Social Worker/Case Manager, Valley Regional Hospital, Claremont, N.H.

Responsible for social work interventions for patients throughout hospital. Assessed psychosocial needs of patients and families. Coordinated needs of patients/families with community agencies. Led discharge planning, team, family, crisis intervention meetings. Provided supportive/grief counseling, community education, staff training. Developed and facilitated cancer support groups.

1984-1987 – Domestic Violence Program Coordinator, Turning Points Network, Claremont, N.H.

Developed and coordinated domestic violence program. Trained and supervised program staff, including 24-hour crisis line. Provided crisis intervention, counseling, court advocacy, and community education. Developed/facilitated support groups. Grant writing and public relations responsibilities.

1979-1984 – Program Coordinator, Southwestern Community Services, Keene, N.H.

Provided assistance and helped to develop and coordinate programs to provide food, fuel and jobs for lower income population.

Prior: Office organization and management, scheduling, reception work. Emphasis on people skills.

### EDUCATION

2003 – Mediation/Conflict Resolution Program graduate, Woodbury College, Montpelier, Vt.

1997 – Advanced Case Management Certificate, N.E. Healthcare Assembly, Boston, Ma.

1973 – B.A. English, Cum Laude, University of New York at Buffalo, N.Y.

RELATED COMMUNITY SERVICE WORK: Board of Directors of Turning Points Network for 20 years, Executive Board for 8 years; mediator in Vermont Small Claims Courts, trainer/presenter of workshops and trainings in conflict resolution and advance directives in various community and college settings.

*References furnished upon request.*

**Monadnock Collaborative**

Key Personnel

| Name                | Job Title          | Salary   | % Paid from this Contract | Amount Paid from this Contract |
|---------------------|--------------------|----------|---------------------------|--------------------------------|
| Melinda Feola-Mahar | Executive Director | \$65,000 | 0                         | 0                              |
| Wendy Preston       | Office Manager/HR  | \$32,000 | 0                         | 0                              |
|                     |                    |          |                           |                                |
|                     |                    |          |                           |                                |





State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the Monadnock Collaborative Contract

This 2<sup>nd</sup> Amendment to the ServiceLink Program contract (hereinafter referred to as "Amendment #2") dated this 1<sup>st</sup> day of May 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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, and amended by an agreement (Amendment #1 to the Contract) approved on February 28, 2014, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is adding scope of services to be performed;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
  - a. Change Price Limitation in Block 1.8 of the P-37 to read \$882,829.
- 2) Amendment and modification of Exhibit A-1.
  - a. Adding Section 3
- 3) Amendment and modification of Exhibit B:
  - a. Deleting Exhibit B Amendment #1 and replacing with Exhibit B Amendment #2.
- 4) Adding Exhibits B-14 and 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,

5/9/14  
Date

State of New Hampshire  
Department of Health and Human Services  
[Signature]  
Name  
Title

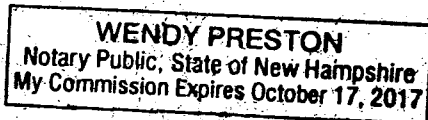
Monadnock Collaborative

5/8/14  
Date

[Signature]  
NAME  
TITLE Executive Director

Acknowledgement:  
State of New Hampshire, County of Cheshire on May 8, 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

Wendy Preston  
Name and Title of Notary or Justice of the Peace



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

5-14-14  
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

3. The Contractor shall provide Medicare Improvements for Patients and Providers Act (MIPPA) services as follows:
  - 3.1. Provide MIPPA services to assist Medicare beneficiaries to:
    - 3.1.1. Reduce Medicare cost share expenses for people with limited income by enrolling beneficiaries into the low-income subsidy (LIS) and Medicare Savings Programs (MSP); and enrolling beneficiaries in Medicare Part D prescription coverage.
    - 3.1.2. Increase wellness and prevent illnesses among all Medicare beneficiaries by increasing and promoting awareness of Medicare's preventive and screening services.
  - 3.2. Promote the Medicare programs described in Section 2.1 by conducting outreach and education to increase the number of people enrolled into these programs. To assist the Department in determining the outreach and education strategies to implement in the specific geographic area, the contractor shall complete assessments and analysis to determine the effectiveness of informing Medicare beneficiaries and having them enroll in the programs. Specifically the contractor shall:
    - 3.2.1. Complete an assessment of past outreach activities that targeted low income Medicare beneficiaries and those people who may not have physical access to ServiceLink contractor offices, internet access, or access to a telephone. The Department will provide the data to the contractor for the specific geographic area list above. Data will include existing and past outreach and education materials and strategies used in the specific geographic area. The contractor shall report the findings to the Department.
    - 3.2.2. Complete an analysis of Social Security and Centers for Medicaid and Medicare Services statistics to identify target areas for outreach. The Department will provide the data to the contractor for the specific geographic area listed above. The contractor shall report the findings to the Department.
    - 3.2.3. Assess current and past partnerships with other agencies and community services.
  - 3.3. The Department will review the contractor's results of the assessment and analysis described in Section 2.2 and will determine the best outreach approaches, target population and geographic area for the contractor to conduct outreach, education and assistance to meet the goals in Section 2.7 Performance Measures. Outreach and education consists of the following, but not limited to:
    - 3.3.1. Promote the availability of Medicare preventive services such as wellness screenings and flu shots to Medicare beneficiaries through the distribution of promotional materials developed by CMS and BEAS;
    - 3.3.2. Set and implement calendar for outreach campaigns (2 per month for each ADRC): (1) Mail introductory letters to town offices, housing sites, home health agencies, Parish Nurses, public libraries, hospital public affair managers, pharmacies, and medical practices; (2) Do follow-up contacts and (3) Arrange face to face meetings.
    - 3.3.3. Develop contact list of all fitness centers, health clubs, senior-based websites, AARP local Chapters, churches, senior and community centers, meal sites, and public libraries. The contractor shall request to partner with these contacts to communicate awareness of Medicare Programs listed in Section 2.1



Exhibit A-1

- 3.3.4. Work in consultation with NH SHIP Director and the other ServiceLink contractors to set up MIPPA Email list Serve for State/agency leads – Client Services, Medicaid Eligibility, Fuel Assistance, hospital charitable offices, Minority Services, Sight and Hearing Impaired groups –to disseminate LIS/MSP objectives. The developed email List Serve will be used to communicate awareness of Medicare Programs listed in Section 2.1.
- 3.3.5. Develop a media list for the geographic area to be covered – radio stations, newspapers, agency/hospital web-based newsletters and other community websites to share LIS/MSP and Preventive benefits. The media list will be used to implement advertising activities to communicate awareness of Medicare Programs listed in Section 2.1.
- 3.3.6. Write scripts for Radio, newspapers, and public service announcements. The Department shall approve them prior to publication.
- 3.3.7. The contractor will be responsible for purchasing the media in their local area.
- 3.4. Insure staffing capacity to insure a demonstrated increase and enhanced beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage as described in section 4.7.3 of the ServiceLink Contract.
- 3.5. Complying with procedures for reporting requirements defined by DHHS.
- 3.6. Provide service to individuals located in the cities and towns in the geographic area of Monadnock Region defined as Cheshire County, Western Hillsborough County (defined as the towns of Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor), and Sullivan County (excluding Plainfield and Grantham).
- 3.7. Performance Measures :
- The Contractor will be required to meet or exceed the performance measures described below:

| Performance Measure                                                                                                                                                                           | How it will be measured                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Measure 1:</b> Increasing the number of individuals enrolled in: LIS, MSP, and Medicare Part D:<br><b>Monadnock Region/Cheshire County: 136</b><br><b>Sullivan County: 121</b> | Work plan and MIPPA monthly Outreach Activities and Enrollment reports sent to DHHS by 10th of each month.                                     |
| <b>Performance Measure 2:</b> 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).                |
| <b>Performance Measure 3:</b> 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.                                                                                   |
| <b>Performance Measure 4:</b> Demonstrate partnership and incentive programs and evaluate effectiveness and lessons learned                                                                   | Work plan, MIPPA monthly, SHIP reports, and Partnership listing included in CMS SHIP Mid-Term and annual Performance Grant application to DHHS |



## Exhibit B Amendment #2

### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement for the services provided by the Contractor pursuant to Exhibit A and Exhibit A-1 Scope of Services.
2. Services are funded with funds from the New Hampshire General Funds and with federal funds made available under:

| Grant #                                     | CFDA # | Federal Agency                                                        | Grant Description                                                 |
|---------------------------------------------|--------|-----------------------------------------------------------------------|-------------------------------------------------------------------|
|                                             | 93.778 |                                                                       | Medicaid Grants                                                   |
| G-1301NHSOSR                                | 93.667 | Admin for Children & Families                                         | Social Services Block Grant                                       |
| 14AANHT3FC                                  | 93.052 | Admin for Community Living                                            | NH Family Caregiver Support Title III E                           |
| 90RO0028                                    | 93.517 | Admin for Community Living                                            | NH ADRC Options Counseling Enhancement Program                    |
| 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,<br>13AANHMAADR,<br>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 – B15. Each budget is specific to a time period



## Exhibit B Amendment #2

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. Evidenced Based Care Transitions: The funding is from the effective date of Amendment #1 to June 30, 2015.



## Exhibit B Amendment #2

---

17. 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.



ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of 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, Division of Community Based Care 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 Feola-Mahar is the duly elected (Title) Executive Director of  
this corporation and is still qualified and serving in such capacity.

May 8, 2014  
(Date)

Jane Warner  
Board Representative

(Imprint seal of corporation. If none, write: "No corporate seal.")

NO CORPORATE SEAL

STATE OF NEW HAMPSHIRE

COUNTY OF Cheshire

On May 8, 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 Warner he executed the foregoing certificate.

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 Health and Human Services  
Amendment #1 to the Monadnock Collaborative Contract

This 1<sup>st</sup> Amendment to the ServiceLink Program contract (hereinafter referred to as "Amendment 1") dated this 5<sup>th</sup> 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.

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

Date

2/11/14

Name  
Title

[Signature]

Monadnock Collaborative

Date

2/10/14

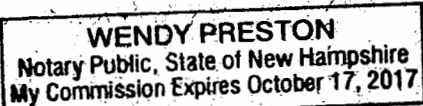
[Signature]  
NAME Melinda S. Feola-mahar  
TITLE Executive Director

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



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. 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, Francestown, 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

*[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 |
| 1NOCMS020220 | 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.

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 Warner  
Board Member

NO CORPORATE SEAL

STATE OF NEW HAMPSHIRE

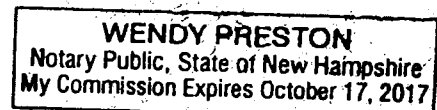
COUNTY OF Cheshire

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 Warner he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Wendy Preston  
Notary Public/Justice of the Peace

My commission expires:



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<br>Department of Health and Humans Services                                                                                                                                                                                                                                                                                             |                                     | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301                                                                                                                                              |                                    |
| 1.3 Contractor Name<br>Monadnock Collaborative                                                                                                                                                                                                                                                                                                                |                                     | 1.4 Contractor Address<br>105 Castle Street<br>Keene, NH 03431                                                                                                                                                    |                                    |
| 1.5 Contractor Phone Number<br>(603) 357-1922, x 104                                                                                                                                                                                                                                                                                                          | 1.6 Account Number<br>See Exhibit B | 1.7 Completion Date<br>6/30/2015                                                                                                                                                                                  | 1.8 Price Limitation<br>\$719,365. |
| 1.9 Contracting Officer for State Agency<br><i>Mary Maggioncalda</i>                                                                                                                                                                                                                                                                                          |                                     | 1.10 State Agency Telephone Number<br><i>603-271-9096</i>                                                                                                                                                         |                                    |
| 1.11 Contractor Signature<br><i>[Signature]</i>                                                                                                                                                                                                                                                                                                               |                                     | 1.12 Name and Title of Contractor Signatory<br><i>Melinda S. Feola-Mahar, Executive Dir.</i>                                                                                                                      |                                    |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u><br>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<br>[Seal] <i>Wendy Preston</i>                                                                                                                                                                                                                                                                      |                                     | <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>WENDY PRESTON</b><br/>         Notary Public, State of New Hampshire<br/>         My Commission Expires October 17, 2017       </div> |                                    |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br><i>Wendy Preston Office Mgr/HR</i>                                                                                                                                                                                                                                                                 |                                     |                                                                                                                                                                                                                   |                                    |
| 1.14 State Agency Signature<br><i>Sheri L Rockburn</i>                                                                                                                                                                                                                                                                                                        |                                     | 1.15 Name and Title of State Agency Signatory<br><i>Sheri Rockburn Acting Associate Commissioner</i>                                                                                                              |                                    |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____                                                                                                                                                                                                                                |                                     |                                                                                                                                                                                                                   |                                    |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By: <i>Rosmary Nadeau</i> On: <i>12-4-13</i>                                                                                                                                                                                                                                         |                                     |                                                                                                                                                                                                                   |                                    |
| 1.18 Approval by the Governor and Executive Council<br>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.



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the New Hampshire ServiceLink Resource Centers Program Contract**

This second Amendment to the New Hampshire ServiceLink Resource Centers Program contract (hereinafter referred to as "Amendment #2") dated this day of March 5, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and 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, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 20, 2013 (item #62) and amended by an agreement (Amendment #1 to the Contract) approved on February 28, 2014 (Item #35), 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;

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;

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit C-1 Paragraph 3, this Agreement has an option for two (2) one year extensions to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council, by written agreement of the parties;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen (15) months and increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read: September 30, 2016.
2. Form P-37, General Provisions, Item 1.8, Price Limitation, to read: \$551,073.
3. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read: Eric Borrin, Director Contracts and Procurement.
4. Form P-37, General Provisions, Item 1.10, to read: (603) 271-9558.
5. Delete Exhibit A Scope of Services and replace with Exhibit A Amendment #1 Scope of Services.
6. Delete Exhibit A-1 Scope of Services.
7. Delete Exhibit B Amendment #1, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #2, Method and Conditions Precedent to Payment.
8. Delete Exhibit B-7 and replace with Exhibit B-7 Amendment #1.
9. Add Exhibit B-14, Exhibit B-15, and Exhibit B-16.
10. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
11. Delete Standard Exhibit C-1, Additional Special Provisions and replace with Exhibit C-1, Revisions To General Provisions.



**New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program**

---

12. Standard Exhibit D, Certification Regarding Drug-Free Workplace Requirements, Section B, Period Covered by this Certification, to read: 1/1/14 to 9/30/16.
13. Standard Exhibit E, Certification Regarding Lobbying, Contract Period, to read: 1/1/14 to 9/30/16.
14. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
15. Delete Standard Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, and replace with Exhibit I, Health Insurance Portability Act Business Associate Agreement.



**New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program**



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

4/3/15  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
Diane Langley  
Director

3-6-15  
Date

Tri-County Community Action Program, Inc.

[Signature]  
NAME Michael Coughlin  
TITLE Chief Executive Officer

**Acknowledgement:**

State of New Hampshire, County of Coos on 3-6-2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
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**



**New Hampshire Department of Health and Human Services  
New Hampshire ServiceLink Resource Centers Program**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/20/15  
Date

[Signature]  
Name: Megan A. Givens  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit A Amendment #1

Scope of Services

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions for the New Hampshire ServiceLink Contractors.

The Contractors shall serve as highly visible and trusted places where people of all incomes and ages can access information on the full range of long-term support options and function as a full service point of access to Medicaid long-term support programs and benefits.

The Contractor shall serve as an agency under the No Wrong Door model by operating as a full service access point for individuals to inquire about community long term supports and services. The Contractor will ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community LTSS options wherever they enter the system.

1.1. Definitions

**Alliance of Information and Referral Standards:** A consortium of National Information and Referral agencies developed standards to provide information and referral to individuals

**Local Contact Agency:** State designated agency whose role it is to contact individuals referred to them by nursing facilities throughout the MDS Section Q process, provide timely information about choices of services and supports in the community, and collaborate with nursing facility.

**Long Term Services and Supports (LTSS):** These are home and community based services provided to individuals to support their level of independence in the home and community.

**New Heights:** New Hampshire Medicaid's eligibility management system.

**NH EASY:** New Hampshire's Electronic Application System, which enables users to apply or reapply for assistance, check eligibility, report changes, and track their application status online.

**Person Centered:** Person-centered describes an approach that respects and responds to individual needs, goals, and values. Within a person-centered approach, individuals and providers work in full partnership to guarantee that each person's values, experiences, and knowledge drive the creation of an individualized plan as well as the delivery of services.

**Person centered transition support Major Pathways:** The pathways that people travel while transitioning from one service setting to another or from one public program payer to another. These pathways can include transitions from the community to hospital or nursing home, hospital discharge, preadmission screening for nursing home services, and transitions from skill nursing facility to other settings. The pathways also represent critical junctures where decisions are made- usually in a time of crisis – that often determines whether a person is permanently institutionalized or transitioned back to their home.

**Quarter:** A quarter is defined as: July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**Refer7:** The State of New Hampshire (DHHS) leases Refer7 software from a separate Contractor who provides ServiceLink contractors software support during business hours. The Refer7 contractor also provides database back-ups for all of the data that the ServiceLink contractors input into the Refer7 system. ServiceLink contractors use Refer7 as the centralized resource database in order to assist users with information about service resources Statewide and to assist ServiceLink contractor staff with documentation of calls/contacts. The Refer7 system allows users to track client records and also to generate reporting data on those contacts.

**The Balancing Incentive Program (BIP)** is a discretionary grant awarded to DHHS by the Centers for Medicare & Medicaid Services (CMS). It is intended to assist the State to rebalance the disparity between the amount of Medicaid funding for institutional long term services and supports and home and community based ones by encouraging the development of home and community based infrastructure changes such as the No Wrong Door access model, conflict-free case management, and standardized assessments.



Exhibit A Amendment #1

**The State Innovations Model (SIM)**, a discretionary grant also funded by CMS, is providing resources to assist DHHS in the development of a managed care model for long term services and supports and the implementation planning for that model.

**2. Covered Populations and Services**

2.1. The Contractor shall provide services defined in this Agreement to the following populations:

- Persons age 60 and over;
- Adults over the age of 18, who are chronically, physically ill or disabled and who may need long term care supports;
- Family members, caregivers, advocates and providers;
- Anyone seeking information about LTSS; and
- Individuals with intellectual, physical, and/or developmental disabilities;
- Veterans;
- People of all ages, income levels and disabilities, including people with dementia and people of different cultures and ethnicities.

**3. Geographic Area Served:** The Contractor shall provide services as described in this Agreement in the geographic area of Coos County. Geographic area is defined as the area focused on client location (City or Town).

**4. ServiceLink Services**

4.1. Information, Referral and Awareness

4.1.1. Outreach and Marketing

Contractor shall submit to the Department, for review and approval, an outreach and marketing plan focused on establishing its organization as a highly visible and trusted place where people can turn for objective and unbiased information on the full range of long-term support options. The Contractor shall also promote awareness of the long-term supports and services and various options that are available in the community. The outreach and marketing plan shall include:

4.1.1.1. Consideration of all populations served including different age groups, different income levels, different types of disabilities, cultural diversities, and those underserved, and individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations. Populations shall include all individuals who may or may not meet public assistance requirements, in addition to those that are hard to reach, those who are private payers and want to plan ahead for their long-term needs;

4.1.1.2. A strategy to assess the effectiveness of the outreach and marketing activities; and

4.1.1.3. A feedback loop to modify activities as needed.

4.1.1.4. The Contractor shall partner with the other ServiceLink contractors to learn from their outreach and marketing best practices

4.1.2. Information and Referral shall be considered the point of entry for service access.

4.1.2.1. Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) plan, which at minimum describes systematic processes to provide I&R/A.

4.1.2.2. Contractor shall link individuals with needed services and supports – both public and private - through appropriate referrals to other agencies and organizations.

4.1.2.3. Contractor shall conduct follow-up with individuals receiving I&R/A to determine whether more assistance is needed.

4.1.2.4. Contractor shall use the Alliance of Information and Referral Standards and use the Refer7 database to provide information about the range of Long Term Services and Supports (LTSS) and resources in the service area. The Contractor is responsible for:

4.1.2.4.1. Updating and ensuring the accuracy of the information provided; and

4.1.2.4.2. Resources in the database conform to established inclusion/exclusion policies; these policies specifically address inclusion of resources and providers for private



Exhibit A Amendment #1

paying individuals and families; and the database is accessible to the public via a comprehensive website and is user- friendly, searchable and accessible to persons with disabilities.

4.1.2.5. Contractor's staff shall attend trainings as directed by the Department.

4.2. Options Counseling

- 4.2.1. The Contractor shall help individuals understand and assess their situation, assist them in making informed decisions about LTSS choices in the context of their preferences, strengths, and values and use their own personal and financial resources more efficiently and more effectively.
- 4.2.2. The Contractor shall provide person-centered one-on-one assistance and decision support to individuals and others whom they may wish to include in the process, such as family members and/or caregivers/support persons.
- 4.2.3. The Contractor shall have standards and protocols, subject to DHHS review and approval, in place that defines what Options Counseling entails and who will be offered Options Counseling based on the Administration for Community Living's (ACL) national draft Options Counseling standards. At a minimum, this will include any individual who requests it and individuals who go through a comprehensive assessment. At present the federal government is working at finalizing the National Standards and the Contractor will be required to use those new standards, when they have been released.
- 4.2.4. The Contractor shall work with individuals to develop action plans and, if requested, arrange for the delivery of services and supports, including hiring and supervising their own direct service workers. At a minimum, the Contractor shall provide:
  - 4.2.4.1. A personal interview to discover strengths, values, and preferences of the individual and the utilization of screenings for public programs;
  - 4.2.4.2. Special attention to those clients most at risk of institutionalization;
  - 4.2.4.3. A facilitated decision support process which explores resources and service options and supports the individual in assessing all the pros and cons;
  - 4.2.4.4. Development of action steps toward a goal or a long-term support plan, with assistance in applying and accessing support options when requested;
  - 4.2.4.5. Counseling in a location that fits the needs of the individual being served, such as a private home and office, and to be accessible to the client by phone, email, etc.;
  - 4.2.4.6. Counseling that ensures that clients understand their options by using the Option Counseling Standards.
- 4.2.5. The Contractor shall provide confidential, objective, accurate and comprehensive Options Counseling to individuals of all income levels and with all types of disabilities.
- 4.2.6. The Contractor shall serve as full service access entry points for individuals and use standard intake and screening instruments defined by the Department.
- 4.2.7. The Contractor shall consistently conduct follow-up with individuals receiving Options Counseling to determine the outcome and whether more assistance is needed.
- 4.2.8. The Contractor shall develop a person-centered access plans for clients who will be receiving public supports and those not using public supports.
- 4.2.9. The Contractor shall be in regular communication with Adult Protection Service offices and will report abuse and neglect of clients immediately to the Adult Protection program.
- 4.2.10. The Contractor shall include a plan to schedule future contacts and follow-ups according to the needs of the client.

4.3. Streamlined Eligibility Determination for Public Programs

The Contractor will serve as a full service access point/no wrong door to all publicly funded long-term supports, including those funded by Medicaid, the Older Americans Act (OAA), the Rehabilitation



Exhibit A Amendment #1

Services Act, and other state and federal programs and services. The Contractor shall follow the protocols and procedure for providing the following:

4.3.1. Intake and Screening

The Contractor shall use a standardized process for helping individuals access all publicly-funded LTSS programs available in the state. The Contractor shall support, implement and follow the processes to streamline access to LTSS, which will be defined by DHHS as part of BIP and SIM projects. The Contractor shall offer to assist the client when making external referrals.

4.3.2. Financial and Functional Eligibility Processes

Eligibility for financial and medical assistance programs is the responsibility of the State, where accountability for compliance with federal requirements is placed.

4.3.2.1.1. The Contractor uses uniform criteria to assess risk of institutional placement in order to target support to individuals at high-risk. Through BIP, level of care assessments will be further developed.

4.3.2.2. Contractor shall assist individuals as needed with initial steps in completing the application that include:

4.3.2.2.1. taking applications, assisting applicants in completing the application, providing information and referrals, obtaining required documentation to complete the application, assuring that the information contained on the application form is complete, and conducting any necessary interviews.

4.3.3. Tracking Eligibility Status

4.3.3.1. The Contractor shall track individuals' eligibility status throughout the process of eligibility determination and redetermination using the Department's Intake/eligibility determination systems, such as New Heights Financial Eligibility System, NH Easy, and other program specific systems. Designated staff will be trained and have access to these systems.

4.3.3.2. The Contractor may be informed of individuals who are determined ineligible for public LTSS and the ServiceLink Contractor conducts follow-up with those individuals to provide further Options Counseling. Contractor shall reach out to clients and schedule a counseling meeting with them to explore other options.

4.4. Person-Centered Transitions Support

The Contractor shall assist individuals from being placed unnecessarily in a nursing home or other institution by:

4.4.1. Creating formal linkages between and among the major pathways that people travel while transitioning from one setting of care to another or from one public program payer to another. These pathways include preadmission screening programs for nursing home services and hospital discharge planning programs, and they represent critical junctures where decisions are made.

4.4.2. The Contractor shall play a pivotal role in these transitions to ensure that people understand their options and receive LTSS in the setting that best meet their individual needs and preferences, which is often in their own homes.

4.4.3. Contractor staff will be present at these critical points to provide individuals and their families with the information they need to make informed decisions about their service and support options, and to help them quickly arrange for the supports and services they choose.

4.4.4. The Contract shall:

4.4.4.1. establish a process for identifying individuals and their caregivers who may need transition support services;

4.4.4.2. follow Protocols for referring individuals to the ServiceLink contractor for transition support and other services; and



Exhibit A Amendment #1

- 4.4.4.3. provide regular training for facility administrators and discharge planners about the ServiceLink Resource Centers Programs and any protocols and formal processes that are in place between the ServiceLink contractors and their respective organizations.
  - 4.4.4.4. serve as Local Contact Agencies (LCAs) to provide transition services for institutionalized individuals who indicate they wish to return to the community via the MDS 3.0 Section Q assessment.
- 4.5. Consumer Populations and Partnerships
- 4.5.1. Consumer Populations
- Contractor shall involve consumers on a /local advisory boards or governing committee and in planning, implementation and evaluation activities. At a minimum it shall include nine (9) members with the following representation:
- 4.5.1.1. People over age 60
  - 4.5.1.2. Adults over age 18 living with chronic illnesses or disabilities
  - 4.5.1.3. Family members, caregivers, and family caregivers of the target populations
  - 4.5.1.4. Local community providers
  - 4.5.1.5. Representation from cultural and ethnic minorities residing within the community.
  - 4.5.1.6. At least twenty-five (25) percent of the membership must be from the target population.
- Note: Consumers, caregivers, or family board member who works for a human service agency organization may not be counted in meeting this standard.
- 4.5.2. Medicaid
- Contractor shall comply with the Department policies and procedures related to its role as a partner in the Medicaid eligibility determination process.
- 4.5.3. Aging and Disability Partners
- 4.5.3.1. Contractor shall comply with formal service standards, protocols for information sharing and cross-training across all ServiceLink contractors and community partners.
  - 4.5.3.2. Contractor shall provide for collaboration, including formal agreements, at the state and local levels between the Contractor and all other critical aging and disability agencies and service organizations serving the same area that are not ServiceLink contractors.
  - 4.5.3.3. The Contractor shall have or will develop partnerships with State or regional Brain Injury Associations, community mental health centers and related groups, Centers for Independent Living, and other community-based organizations instrumental to ServiceLink contractors' activities, such as Departments of Veterans Affairs, Adult Protective Services, Information and Referral/2-1-1 programs, Benefit Outreach and Enrollment Centers, One Stop Employment Centers, Vocational Rehabilitation, Developmental Disabilities Councils, Long-Term Care Ombudsman programs, Alzheimer's disease programs, housing agencies, and transportation authorities.
- 4.5.4. Other Partners and Stakeholders
- Contractor will establish solid working partnerships with other agencies and stakeholders serving the target population, both at the State level as well as the community. These include hospitals, senior centers, physician practices, home health agencies, community mental health centers, Adult Protective Services, municipal health and welfare, and other public assistance programs. Contractors are required to maintain existing partnerships as well as to develop new ones as the needs of the target population and the community change over time.
- 4.6. New Hampshire Family Caregiver Program
- The Contractor shall provide a multifaceted system of support services for family caregivers who provide full time care and meet the eligibility of the Caregiver programs by providing the following:



Exhibit A Amendment #1

- 
- 4.6.1. Assign the minimum of one staff person (RSA 161-F:79) to the program who specializes in working with the issues faced by family caregivers and can provide Options Counseling to:
    - 4.6.2. Family caregivers of frail older adults;
    - 4.6.3. Caregivers of individuals with Alzheimer's disease or dementia;
    - 4.6.4. Older caregivers of individuals with disabilities; and
    - 4.6.5. Older grandparents and relatives who are raising a child, or children.
  - 4.6.6. Determine eligibility for the caregiver programs.
  - 4.6.7. Ensure staff is knowledgeable about community resources that family caregivers can benefit from and can provide appropriate referrals and access assistance to private and public resources.
  - 4.6.8. Provide information, assistance, and options counseling to caregivers
  - 4.6.9. Provide caregiver training to assist the caregivers in making decisions and solving problems relating to their caregiving roles;
  - 4.6.10. Under authorization by DHHS, approve service plans and budgets for respite care and supplemental services to eligible individuals on a limited basis to complement the care provided by caregivers. The Contractor will work with the Department's Financial Management Services contractor to provide bill paying and employer of record services for participants who may choose a family member or respite or supplemental services provider who isn't affiliated with an agency.
  - 4.6.11. Offer staff availability for home or community visits with family caregivers for the purposes of assessment (this does not exclude office visits when other options are not practical).
  - 4.6.12. Ensure a minimum of one staff member is trained as a class leader in the evidence based curriculum Powerful Tools for Caregivers (PTC) or, at the minimum, ensure that at least two individuals in the geographic area served by the Contractor be trained in the Powerful Tools for Caregivers curriculum. The Contractor shall:
    - 4.6.12.1. Provide a minimum of one (six (6) week session) Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers completing the workshop series.
    - 4.6.13. Develop and facilitate a caregiver support group in the absence of an existing support group in the service area; collaborate with existing caregiver support in the area.
  - 4.7. New Hampshire State Health Insurance Assistance Program  
The Contractor will provide information, counseling and assistance relating to the procurement of adequate and appropriate health insurance coverage including such topics as Medicare coverage, Medicare Prescription Drug Benefit, Medicare Supplement Plans, and long term care insurance to Medicare eligible persons, their families and caregivers, by providing the following:
    - 4.7.1. Personalized counseling to an increasing and diverse number of individual beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.
    - 4.7.2. Targeted community outreach to beneficiaries in public forums either under their sponsorship or with community-based partners or coalitions to increase understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefit and plan selection.
    - 4.7.3. Demonstrate an increase and enhance beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage.
    - 4.7.4. Operate SHIP in accordance to SHIP Standard Operating Guidance developed and approved by CMS.
    - 4.7.5. Recruit, train, and maintain a network of volunteers to help with providing these services at the ServiceLink contractor sites.





Exhibit A Amendment #1

4.8. Senior Medicare Patrol Program

The Contractor will increase community awareness of and prevention of health care fraud and abuse through education, counseling, assistance and outreach to people with Medicare by providing the following:

- 4.8.1. Foster national and statewide coverage by SMP by offering services that will be provided locally, regionally, and statewide, and that will involve collaboration with organizations representative of or knowledgeable about the target population through formal and informal partnering, the use of toll free lines, web-based strategies, and local and statewide media and educational outreach planning;
- 4.8.2. Provide beneficiary education and inquiry resolution for major areas of health care fraud by working with local and statewide resources to support expanded SMP coverage;
- 4.8.3. Foster program visibility and consistency to enhance the capability to identify and refer instances of potential health care fraud by (a) collaborating in a seamless and consistent way with community-based providers, (b) conducting timely reporting to the SMART FACTS database that meets requirements of the Office of the Inspector General (OIG) that monitors the program's inquiries, outreach and education, volunteer management and resolution of complex issues, and (c) using the national SMP Resource Center's resources;
- 4.8.4. Demonstrate improved efficiency of SMP while increasing results for both operational and quality measures by meeting AoA's objectives that utilize SMART FACTS to support the OIG Performance Measures;
- 4.8.5. Target volunteer, community, and partnership training and education to isolated and hard to reach populations, as required by the Older Americans Act (OAA), by providing SMP services, partnership relationships, and maintenance of a volunteer network that will serve the most vulnerable populations in the state that are traditionally underserved due to barriers in accessing services and information, such as isolation, poverty, and low-literacy; and
- 4.8.6. Implement the SMP Resource Center's Volunteer Risk Management Program as developed by the Administration for Community Living.
- 4.8.7. Comply with the standards in the SHIP Program Guidance.
- 4.8.8. Recruit, train, and maintain volunteers to assist health care consumers to be more informed about how to protect their personal health information, detect payment errors, and how to report questionable Medicare billing situations.

4.9. Veterans Directed Home and Community Based Program

The Contractor shall provide Veterans the opportunity to receive home and community based services in a consumer directed fashion that enables them to avoid nursing home placement and to continue to live in their homes and communities. The Contractor shall:

- 4.9.1. Develop and implement a Veterans Directed Home and Community Based (VDHCB) program to provide the services described in Section 4.9.2, in the following ways:
  - 4.9.1.1. Enter into a provider agreement with the White River Junction Veteran's Administration Medical Center (WRJ VAMC), Vermont and/or the Manchester Veteran's Administration Medical Center (Manchester VAMC). The provider agreement is to be based on the Memorandum of Agreement between the Department and the WRJ and/or Manchester VAMC. Under the provider Agreement, the Contractor shall work with the WRJ VAMC and/or the Manchester VAMC and shall be responsible for the service coordination as defined in Section 4.9.2 below.
  - 4.9.1.2. Establish an advisory group to oversee the development, implementation of the program and provide ongoing feedback for continuous improvement of the program and services. Membership is to include representation from key community resources, local Veterans' organizations, Veterans and families of Veterans utilizing the program, and the public.
  - 4.9.1.3. Establish and maintain a budget for the costs to develop and implement the program as follows:



Exhibit A Amendment #1

- 
- 4.9.1.3.1. Ongoing Staff development and training such as but not limited to, costs of trainings for staff, recruiting and hiring new staff, costs of salaries for newly hired staff during development and implementation of the program.
  - 4.9.1.3.2. Ongoing Travel costs associated with ongoing program development and implementation such as, but not limited to: Staff mileage to and from training sites, staff mileage related to providing education and outreach to the public about the program, assisting the Veteran in getting services and in identifying service providers and services, Establishing and maintaining a of business processes related to the VD-HCBS Program, such as computer equipment, telephone expenses, and office furniture for new staff.
  - 4.9.1.3.3. Once the program has been established, the VAMC will, under their provider agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services, in Section 4.9.2.
  - 4.9.1.4. Provide or contract with an agency to provide financial management services to the Veterans. The Contractor cannot implement the VDHCB program until financial management services are reviewed and approved by the VDHCB national Readiness Review Process, and reviewed by WRJ and Manchester VAMC and DHHS.
  - 4.9.1.5. Provide a minimum of a .5 FTE Veterans Options counselor to provide counseling, assessment, service coordination, and assistance to Veterans participating in the program in developing and managing an individual service budget.
    - 4.9.1.5.1. The Contractor shall increase the FTE when the Veterans caseload exceeds 19 Veterans. The contractor shall increase the FTE to provide 4.5 hours per month per veteran.
  - 4.9.1.6. Ensure that key staffs such as the SLRC Program Director, site supervisors, caregiver specialists, and options counselors are trained in the program practices and procedures prior to service delivery defined in Section 4.9.2.
  - 4.9.1.7. Establish Financial Management Readiness and pass formal readiness review prior to implementation of the program. New FMS agreements must pass formal readiness review,
- 4.9.2. Provide options counseling and assist Veterans in arranging consumer directed services as follows:
- 4.9.2.1. Maintain the provider agreement in Section 4.9.1.1 and the contractor shall be responsible for service coordination for the Veteran as follows:
    - 4.9.2.1.1. Accept referrals of eligible Veterans and their authorized budgets to buy long term supports and services, from at least one of the VAMC in Section 4.9.1.1.
    - 4.9.2.1.2. Provide options counseling to Veterans and their families as they determine how to use their flexible home and community based services budget to meet their long term supports and service needs, goals, and preferences. At a minimum, options counseling shall include an assessment, plan of care and identify type of services to meet the needs to the Veteran to remain in the home and community. The Contractor shall submit the Veteran's plan of care with types of services to the VAMC for approval. The Contractor must obtain budget approval of plan of care from the VAMC before the Veteran receives VD-HCBS supports and services. The Contractor shall comply with the VAMC and the Department's program and policies guide for linking Veterans with needed Long term services and supports and making mutual referrals.



Exhibit A Amendment #1

- 4.9.2.2. Provide or maintain the contract with an agency to provide financial management services. Seek reimbursements for service coordination through the VAMC defined in Section 4.9.1. Once the program has been established, the VAMC will, under their provider agreement with the Contractor, reimburse the Contractor for the administration of the program and the Veteran's services.
  - 4.9.3. Ensure the following:
    - 4.9.3.1. All Veterans referred to the program from the VAMCs are contacted within 3 business days of the referral to ServiceLink contractor to set up a date for assessment.
    - 4.9.3.2. 100% of services provided are based on the needs and preferences of the participating Veteran.
    - 4.9.3.3. Veterans enrolled in the program decide what mix of goods and services will best meet their needs for long term care support.
    - 4.9.3.4. Of the Veterans served, there will be a 90 % or better, consumer satisfaction rate.
  - 4.9.4. Comply with procedures for reporting requirements defined by DHHS for monthly "Ticker" reporting requirements defined and required by National VDHCS program administration.
  - 4.9.5. Enter contact data into the Refer 7 data base to increase the amount of resources available by geographic area serve Veterans.
  - 4.9.6. Ensure that documentation required by both the Department and the VAMC is kept current and submitted according to the program requirements.
  - 4.9.7. Participate in continuous process improvement activities with the Department and/or the VAMC to evaluate and improve the quality of the program and its policies and processes by attending meetings, trainings, to include monthly VDHCS Faculty Calls, and related conference calls.
  - 4.9.8. Participate in trainings that aim to improve knowledge of military culture and other related trainings to enhance competencies required to serve our military family and service member population.
- 4.10. Medicare Improvements for Patients and Providers Act (MIPPA).  
The Contractor shall provide Medicare Improvements for Patients and Providers Act (MIPPA), services through as follows:
- 4.10.1. Provide MIPPA services to assist Medicare beneficiaries to:
    - 4.10.1.1. Reduce Medicare cost share expenses for people with limited income by enrolling beneficiaries into the low-income subsidy (LIS) and Medicare Savings Programs (MSP); and enrolling beneficiaries in Medicare Part D prescription coverage.
    - 4.10.1.2. Increase wellness and prevent illnesses among all Medicare beneficiaries by increasing and promoting awareness of Medicare's preventive and screening services.
    - 4.10.1.3. Promote the Medicare programs described in Section 4.10.1.1 by conducting outreach and education to increase the number of people enrolled into these programs. To assist the Department in determining the outreach and education strategies to implement in the specific geographic area, the contractor shall complete assessments and analysis to determine the effectiveness of informing Medicare beneficiaries and having them enroll in the programs. Specifically the contractor shall:
  - 4.10.2. Complete an assessment of past outreach activities that targeted low income Medicare beneficiaries and those people who may not have physical access to ServiceLink contractor offices, internet access, or access to a telephone. The Department will provide the data to the contractor for the specific geographic area list above. Data will include existing and past outreach and education materials and strategies used in the specific geographic area. The contractor shall report the findings to the Department.
  - 4.10.3. Complete an analysis using available statistics such as Social Security and Centers for Medicaid and Medicare Services statistics to identify target areas for outreach. The



Exhibit A Amendment #1

Department will provide the data to the contractor for the specific geographic area listed above. The contractor shall report the findings to the Department.

- 4.10.4. Assess current and past partnerships with other agencies and community services.
- 4.10.5. Conduct outreach, education and assistance to the target population and geographic area as approved by the Department, based on the Contractor's results of the assessment and analysis described in Section 4.10.2, 4.10.3 and 4.10.4, and to meet the goals in Section 4.10.10. Outreach and education consists of the following, but not limited to:
  - 4.10.5.1. Promote the availability of Medicare preventive services such as wellness screenings and flu shots to Medicare beneficiaries through the distribution of promotional materials developed by CMS and BEAS;
  - 4.10.5.2. Set and implement calendar for outreach campaigns (2 per month for each ADRC): (1) Mail introductory letters to town offices, housing sites, home health agencies, Parish Nurses, public libraries, hospital public affair managers, pharmacies, and medical practices; (2) Do follow-up contacts and (3) Arrange face to face meetings.
  - 4.10.5.3. Develop contact list of all fitness centers, health clubs, senior-based websites, AARP local Chapters, churches, senior and community centers, meal sites, and public libraries. The contractor shall request to partner with these contacts to communicate awareness of Medicare Programs listed in Section 4.10.1.
- 4.10.6. Work in consultation with NH SHIP Director and the other ServiceLink contractors to set up MIPPA Email list Serve for State/agency leads – Client Services, Medicaid Eligibility, Fuel Assistance, hospital charitable offices, Minority Services, Sight and Hearing Impaired groups –to disseminate LIS/MSP objectives. The developed email List Serve will be used to communicate awareness of Medicare Programs listed in Section 4.10.1.
- 4.10.7. Develop a media list for the geographic area to be covered – radio stations, newspapers, agency/hospital web-based newsletters and other community websites to share LIS/MSP and Preventive benefits. The media list will be used to implement advertising activities to communicate awareness of Medicare Programs listed in Section 4.10.1.
  - 4.10.7.1. Write scripts for Radio, newspapers, and public service announcements. The Department shall approve them prior to publication.
  - 4.10.7.2. The contractor will be responsible for purchasing the media in their local area.
- 4.10.8. Ensure staffing capacity to insure a demonstrated increase and enhanced beneficiary access to a counselor workforce that is trained and fully equipped and proficient in providing the full range of services, including enrollment assistance in appropriate benefit plans and continued enrollment assistance in prescription drug coverage as described in section 4.7.3 of the ServiceLink Contract.
- 4.10.9. Complying with procedures for reporting requirements defined by DHHS.
- 4.10.10. Performance Measures: The Contractor will be required to meet or exceed the performance measures described below:



Exhibit A Amendment #1

| Performance Measure                                                                                                                                                                                        | How it will be measured                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Measure 1:</b> Increasing the number of individuals enrolled in: LIS, MSP, and Medicare Part D by eight (8) percent of the total number enrolled in these programs as of September 29, 2014 | Work plan and MIPPA monthly Outreach Activities and Enrollment reports sent to DHHS by 15th of each month.                                 |
| <b>Performance Measure 2:</b> Implementation of Promotional activities for Medicare's Wellness and Preventive Screening Services                                                                           | Work plan and MIPPA monthly Outreach Activities and Enrollment and SHIP reports, (client contacts/public and media activities).            |
| <b>Performance Measure 3:</b> Effectively advertise, promote, and conduct an educational outreach and/or enrollment event activities at least 1-2 times per month.                                         | Work plan and MIPPA monthly report and SHIP reports to DHHS.                                                                               |
| <b>Performance Measure 4:</b> Demonstrate partnership and evaluate effectiveness and lessons learned                                                                                                       | Work plan, MIPPA monthly, SHIP reports, and Partnership listing included in SHIP Mid-Term and annual Performance Grant application to DHHS |

**5. Operational Functions**

The contractor must adhere to the following operational requirements, standards of practice, approaches, and methods of service delivery. The contractor will:

- 5.1. Operate the ServiceLink Resource Centers Program as an independent program separate and distinct from the fiscal sponsor. In advertising, marketing, and all written and oral descriptive literature that it develops and/or disseminates, the Contractor shall characterize the ServiceLink Resource Centers Program as an independent program.
- 5.2. Occupy office space that is distinct from any other service provider or program operated by the contractor.
- 5.3. Local phone numbers for each ServiceLink Contractor
- 5.4. The ServiceLink Contractor will be responsible for having three to four phones numbers/lines and fax line for clients to access services for the geographic area they serve. The Contractor shall work with DHHS to ensure consistent phone numbers are available to the public, and where necessary shall assume responsibility for existing phone numbers.
- 5.5. It is expected of the contractor to have the first phone number/line to route from the ServiceLink programs national toll free number. It is expected that the contractor's phone service and equipment be compatible with the State's VOIP system.
- 5.6. The contractor is responsible for all costs associated with establishing and operating the phone and fax lines, including necessary equipment.
- 5.7. Phone systems must allow for individual voicemail for each staff person. One main phone line (Line #1) must also be configured to route from the ServiceLink contractor's national toll free ServiceLink Resource Centers Program number. Please address how the toll free number will work since it was not included in the RFP
- 5.8. Operate the ServiceLink Resource Centers Program within its fiscal sponsor's agency, personnel and human resource policies and procedures. Contractors are required to review their policies and procedures to assure the ServiceLink Resource Centers Program operational and program requirements are met.
- 5.9. Provide sufficient office space and supplies to all staff and volunteers at each ServiceLink contractor's site. Sufficient is defined as: Enough space to conduct private and confidential interviews and meetings with at least three (3) individuals in the room in order to meet their job duties while at a ServiceLink contractor's office.
- 5.10. Provide sufficient (as defined in 5.9 above) space and supplies to outside team members including but not limited to the Division of Client Services (DCS) staff and the Office of Veterans



Exhibit A Amendment #1

- Services at a minimum of two to three business days per week for financial screenings, interviews, and consultations at local ServiceLink contractors sites.
- 5.11. Adhere to the following operational and facilities management requirements:
  - 5.12. Staff hours shall be arranged to provide a minimum of 40 hours of operation per week, which includes availability by appointment on the weekend and evening coverage. Publish schedule of hours throughout the geographic area;
  - 5.13. Provide satellite offices or other forms of consumer accessibility. The location of the ServiceLink contractor's main office and any satellite offices that exist shall be in an easy and accessible location so that it is centrally located to the clients in the geographic area that you will serve. Accessibility may be demonstrated in a variety of ways such as proximity to main roads, population centers, businesses, shopping areas, health care sites, and the availability of public transportation;
  - 5.14. Operate primary sites and other forms of access for consumers in buildings and facilities that are barrier free;
  - 5.15. Meet all state and local rules and ordinances related to health, fire and life safety codes;
  - 5.16. Maintain a written response plan to include, but not be limited to, response to fire, violence, inclement weather, and medical and other emergencies and disasters; and
  - 5.17. Agree to have a ServiceLink Resource Centers Program sign visible outside the building in which the ServiceLink contractor's site(s) are located.

**6. Quality Assurance and Continuous Quality Improvement**

- 6.1. Contractor shall have a Quality Assurance and Continuous Improvement plan to ensure services are available, are of high quality, meet the needs of individuals, and are sustained throughout the geographic area covered. The plan shall assure that services adhere to the highest standards, as well as assure that the public and private resources produce measurable results.
- 6.2. Contractors shall track their customers, services, performance and costs, and to continuously evaluate and improve on the results of the services that are provided to individuals and their families, as well as to other organizations in the community. This may include linkages with other data systems, such as Medicaid information systems and electronic health records.
- 6.3. The Quality Assurance and Continuous Improvement plan shall also utilize formal processes for getting input and feedback from individuals and their families on the Contractor's operations, services used, and on-going development.
- 6.4. The Quality Assurance and Continuous Improvement plan shall include measurable performance goals and indicators related to the Contractor's visibility, trust, ease of access, responsiveness, efficiency and effectiveness. The Contractor shall routinely track and monitor consumer demographics and individual-level outcomes such as diversions, transitions, and impact of Options Counseling as well as systems-level outcomes such as service utilization by setting and cost-savings.

**6.5. Information Technology and Management Information Systems**

- 6.5.1. Contractor will use the Refer 7 database to support all business functions related to the provision of programs provided by ServiceLink contractors.  
Contractor shall comply with new IT initiatives that DHHS may roll out as part of BIP or SIM initiatives.
- 6.5.2. Contractor shall operate computer equipment and software that meets or is compatible with the State of New Hampshire's minimum Information Technology standard for software and hardware that is equivalent or exceeds the specifications listed below:
  - Microsoft Windows 7 64 bit;
  - Microsoft Internet Explorer version 8.0;
  - Documents, spreadsheets and presentation that are compatible with



Exhibit A Amendment #1

- Microsoft Office 2000 and above through 2010;
- Network Associates - McAfee Virus Scan version 8.8; and
- Broadband or DSL internet access
- 6.5.3. The Department's current hardware standards are as follows:
  - Standard Desktop - Multi Tasking, Standard Apps: I3 Intel Processor, 4GB RAM, 500 GB SATA
  - High End Desktop- Multi Tasking, Heavy Graphics (i.e. CAD): I5 Intel Processor, 8GB RAM, 500 GB SATA
  - The State standard is Windows 7, Office 2010 and Internet Explorer 9
- 6.5.4. Contractor shall comply with the ServiceLink Resource Centers Program Computer Use Agreement.
- 6.6. Continuous Improvement
  - 6.6.1. Contractor shall have a plan in place to monitor program quality and a process to ensure continuous program improvement through the use of the data gathered such as consumer satisfaction evaluations and surveys. The Contractor shall submit their plan for review by the Department.
  - 6.6.2. Contractor shall inform consumers of complaint and grievance policies and shall have the ability to track and address complaints and grievances. The Contractor shall develop, implement and maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall also have a grievance system in place that includes a grievance process, and any grievances filed are to be available to DHHS upon request.
- 7. Performance Tracking and Reporting
  - 7.1. Contractor shall track and report to Department on the people they serve in the different age groups, with different types of disabilities and that the Options Counseling provided enables people to make informed, cost-effective decisions about LTSS. For each ServiceLink Service, the contractor shall report on:
    - 1. Number of individuals served
    - 2. Number of repeat visits by individuals
    - 3. Type of information/referral given to individuals
    - 4. Type of follow up performed
    - 5. Frequency of follow ups
    - 6. Were individuals able to utilize the information provided by the Contractor, including but not limited to, applying for benefits, finding and obtaining referred services, and other forms of assistance
    - 7. The number of individuals diverted from nursing home/institutional settings;
    - 8. The number of individuals successfully transitioning from institutional settings (i.e. number of people assisted through formal coordinated or evidence-based transitions programs).
  - 7.2. Minimum Reporting Requirements:  
The Table below defines the program reporting data requirements and their source. There will be custom reporting capabilities through Refer7.

| Program Reporting Data Requirement | Data Source |
|------------------------------------|-------------|
| Program Requirements               |             |





Exhibit A Amendment #1

| Program Reporting Data Requirement                                                                                                                                                                                    | Data Source                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Adherence to all minimum program and operational requirements                                                                                                                                                         | Contract review assessment tool, site visits                                                                                                                                                                                                                                                   |
| <b>Information, Referral, and Assistance and Awareness</b>                                                                                                                                                            |                                                                                                                                                                                                                                                                                                |
| Number of customer satisfaction surveys sent annually                                                                                                                                                                 | Customized Report                                                                                                                                                                                                                                                                              |
| Number of staff who have received training related to cultural competency                                                                                                                                             | Customized Report                                                                                                                                                                                                                                                                              |
| Number of community outreach and educational events staff participated in annually                                                                                                                                    | Customized Report                                                                                                                                                                                                                                                                              |
| Number of AIRS certified staff                                                                                                                                                                                        | Customized Report                                                                                                                                                                                                                                                                              |
| Number of contacts annually                                                                                                                                                                                           | Refer7                                                                                                                                                                                                                                                                                         |
| Staff follows policies and procedures for the Refer7 system, and other DHHS supported systems such as but no limited to New Heights.                                                                                  | Refer 7 reports, Contract review, New Heights reports                                                                                                                                                                                                                                          |
| Number of home visits annually                                                                                                                                                                                        | Refer7                                                                                                                                                                                                                                                                                         |
| Number of follow ups performed annually                                                                                                                                                                               | Refer7                                                                                                                                                                                                                                                                                         |
| Number of contact and client types by type and % as defined by BEAS                                                                                                                                                   | Refer7                                                                                                                                                                                                                                                                                         |
| Number of referrals made for services not provided annually                                                                                                                                                           | Refer7                                                                                                                                                                                                                                                                                         |
| Number of 'unmet need' provisions documented annually                                                                                                                                                                 | Refer7                                                                                                                                                                                                                                                                                         |
| <b>Options Counseling (OC) and Person Centered Transition Support:</b>                                                                                                                                                |                                                                                                                                                                                                                                                                                                |
| ServiceLink contractors adhere to the Quality Assurance process based on the National Evaluation Framework to define, track, report, and fine-tune progress in achieving national outcomes and performance standards. | Quantifiable individual-level feedback documenting their personal experience, documentation of the number and percent of all individuals with service plans who were offered the option to self-direct and choose to do so, and consumer satisfaction surveys, customized reports, and Refer7. |
| All staff who provide Options Counseling are Nationally Certified                                                                                                                                                     |                                                                                                                                                                                                                                                                                                |
| % Of people report they are able to make informed decisions about their LTSS as a result of the information and if necessary the one-on-one counseling they and or their family caregiver receive.                    |                                                                                                                                                                                                                                                                                                |
| % Of individuals who report they have effectively and seamlessly navigated through the LTSS system and successfully accessed the options they have identified                                                         |                                                                                                                                                                                                                                                                                                |
| % Of persons to have had the opportunity to self-direct their services and supports                                                                                                                                   |                                                                                                                                                                                                                                                                                                |
| % Of individuals who report they have made optimal use of their own private resources and their informal support system                                                                                               | Refer 7                                                                                                                                                                                                                                                                                        |
| Number of Options Counseling sessions conducted in hospitals, rehabilitation facilities, nursing homes, or at home.                                                                                                   |                                                                                                                                                                                                                                                                                                |
| Number of Options Counseling assessments conducted annually                                                                                                                                                           | Refer 7                                                                                                                                                                                                                                                                                        |
| Number of developed action plans annually                                                                                                                                                                             | Refer 7                                                                                                                                                                                                                                                                                        |
| A minimum of 4 formal agreements with major pathways has been established by the completion Date in box 1.7 of the General Provisions, Form P-37.                                                                     | Copies of agreements                                                                                                                                                                                                                                                                           |
| Number of individuals receiving eligibility coordination annually                                                                                                                                                     | Refer 7                                                                                                                                                                                                                                                                                        |
| Number of screenings for public programs performed                                                                                                                                                                    | Refer7                                                                                                                                                                                                                                                                                         |
| Number of Medicaid appointments scheduled by the ServiceLink                                                                                                                                                          | New Heights                                                                                                                                                                                                                                                                                    |





Exhibit A Amendment #1

| Program Reporting Data Requirement                                                                                                                                                                                            | Data Source               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| contractor                                                                                                                                                                                                                    |                           |
| <b>NH Family Caregiver Support Program:</b>                                                                                                                                                                                   |                           |
| Number of staff trained in Powerful Tools for Caregivers curriculum                                                                                                                                                           | Customized Report         |
| Number of Powerful Tools for Caregivers trainings conducted annually (six-week session = 1)                                                                                                                                   | Customized Report         |
|                                                                                                                                                                                                                               | Customized Report         |
| Number of other caregiver specific training sessions conducted annually                                                                                                                                                       | Customized Report         |
| Number of community outreach/information sessions conducted annually                                                                                                                                                          | Customized Report         |
| Number of individuals who received Title III-E respite services annually                                                                                                                                                      | Customized Report, Refer7 |
| Number of caregiver support group meetings held in the community by the ServiceLink contractor staff annually                                                                                                                 | Customized Report         |
| Average number of attendees at support group meetings                                                                                                                                                                         | Customized Report         |
| Number of family caregivers who receive I&R (access assistance) annually                                                                                                                                                      | Refer7                    |
| Number of one-on-one counseling sessions                                                                                                                                                                                      | Refer7                    |
| Number of in-person Options Counseling assessments of the family caregiver needs completed annually                                                                                                                           | Refer7                    |
| <b>State Health Insurance Assistance Program (SHIP):</b>                                                                                                                                                                      |                           |
| Specific performance measures: SHIP Grant sets forth performance levels to measure SHIP effectiveness to determine future grant funding based on the following elements:                                                      |                           |
| Number of total client contacts (in person office, in person home, telephone (all durations, and contacts by email, postal, or fax) per 1,000 Medicare beneficiaries in the ServiceLink Contractors geographic area.          | Customized Report/Refer 7 |
| Number of persons reached through presentations, plus reached through booths/exhibits at health fairs, as well as enrolled at enrollment events per 100,000 Medicare beneficiaries in ServiceLink contractors geographic area | Customized Report/Refer7  |
| Number of substantial personal, direct client contacts (telephone calls of duration 10 minutes or more, in person office, in person home per 1,000 Medicare beneficiaries in ServiceLink contractors geographic area          | Customized Report/Refer7  |
| Number of contacts with Medicare beneficiaries coded as in the CMS defined Disabled program (under 65) per 1,000 Medicare beneficiaries in the ServiceLink contractor's geographic area.                                      | Refer 7                   |
| Number of unduplicated Medicare beneficiary contacts that discussed low-income (below 150% FPL, regardless of Asset coding) per 1,000 low-income Medicare beneficiaries in the ServiceLink contractors geographic region.     | Refer 7                   |
| Number of unduplicated enrollment contacts (contacts with one or more qualifying enrollment topics) discussed per 1,000 Medicare beneficiaries in the ServiceLink geographic Region.                                          | Refer 7                   |
| Number of unduplicated Part D enrollment contacts (contacts with one or more qualifying Part D enrollment topics) discussed per 1,000 Medicare beneficiaries in the ServiceLink contractors geographic Region.                | Refer 7                   |
| <b>Senior Medicare Patrol Program and Capacity Building programs</b>                                                                                                                                                          |                           |



Exhibit A Amendment #1

| Program Reporting Data Requirement                                                                                                                                                        | Data Source                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Timely Administration for Community Living Progress Reports) for both SMP and the Capacity Building Program (see attachment).                                                             | Customized Report based on federal template |
| Report strategies and describe partnerships that are consistent with BEAS' work plan submitted to ACL, the SMART FACTS reporting system, OIG monitoring elements, and ACL's performances. | Workplan                                    |
| Timely reporting of all SMP activities based on the Office of Investigation's (OIG) reporting elements that are entered into the SMART FACTS database.                                    | SMART FACTS                                 |

## 8. Staffing

### 8.1. Standards

Contractor shall be required staff to follow the National Social Work standards as follows:

- 8.1.1. Possess the knowledge, skills, and experience necessary to competently perform the activities related to their role or function within the SLRC
- 8.1.2. Ensure the client's right to privacy and ensure appropriate confidentiality when information about the client is released to others.
- 8.1.3. Ensure knowledge about resource availability, service costs, and budgetary parameters and be fiscally responsible in carrying out activities related to their role or function within the SLRC.
- 8.1.4. Treat colleagues with courtesy and respect and strive to enhance interprofessional, intraprofessional, and interagency cooperation on behalf of the client.
- 8.1.5. Provide sufficient staff to perform all tasks specified in this agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement.
- 8.1.6. Ensure that all staff have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.
- 8.1.7. Develop a Staffing Contingency Plan, including but not limited to:
  - 8.1.7.1. The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
  - 8.1.7.2. Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
  - 8.1.7.3. Discussion of time frames necessary for obtaining replacements;
  - 8.1.7.4. Capabilities to provide, in a timely manner, replacements/additions with comparable experience; and
  - 8.1.7.5. Method of bringing replacements/additions up-to-date regarding this Agreement.
- 8.1.8. Provide staffing models that will be used by the subcontractors, if applicable.
- 8.1.9. Provide resumes for any changes in key administrative staff to include: CEO, CFO, COO, Executive Director, Financial Manager and managers that supervise staff and volunteers for the programs and services included in this agreement.
- 8.1.10. Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a DHHS State Registry check before the staff member begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.
- 8.1.11. Vacant positions will not be funded. Funds paid for vacant positions shall be recovered during the agreement period.



Exhibit A Amendment #1

- 
- 8.1.12. Contractor shall maintain written job/service descriptions for paid and volunteer staffs for the aforementioned staffing model that reflect the scope and duties of their respective roles.
- 8.1.13. Contractor shall conduct a written job competency/service performance review for all paid and volunteer staff annually. Performance reviews must include all competencies and requirements. If agencies use standardized performance review forms an addendum to this process must be established in order to be in compliance with program requirements.
- 8.2. The Contractor shall commit staff for the following positions:
- 8.2.1. Program Management  
Contractor shall be responsible for overall site operations and team process management, including performance measurements, training and/or coordination of training for all staff and volunteers, management of subcontracts, public education, public awareness, community and provider relations, program review and quality oversight. The Contractor is accountable to its Board of Directors or Advisory Board and the designated agent of the fiscal agent as well as the DHHS ServiceLink Resource Center Program Manager.
- 8.2.1.1. Required Certification:
- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
  - Obtain training and certification in Options Counseling within 6 months of hire
  - SHIP/SMP certification
- 8.2.2. Information, Referral, & Assistance and Awareness  
The position links individuals who need assistance with appropriate service providers and/or supplies descriptive information about the agencies or organizations, which offer services.
- 8.2.2.1. Required Certification;
- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
  - Obtain certification as a State Health Insurance Assistance Program (SHIP)
  - Senior Medicare Patrol (SMP) Counselor within year of hire. Training for this Certification must begin within 6 months of hire.
- 8.2.3. Options Counseling and Person Centered Transition Support  
This position provides person centered needs assessments, counseling and referrals, preliminary care planning and short-term tracking based on consumer needs, preferences and situational context for persons in need of long-term supports and services.
- 8.2.3.1. Required Certification:
- Acquire the Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
  - Obtain training and certification in Options Counseling within 6 months of hire.
  - Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor
- 8.2.4. Options Counseling: Caregiver Specialist  
Provide person centered needs assessments, options counseling and referrals, one on one support and consumer-directed services based on the needs, preferences of the caregiver. This position also provides:
- Provide one on one counseling with caregivers to help them problem-solve their unique situation.
  - Offer education, support, advocacy and follow-up.



**Exhibit A Amendment #1**

- Facilitate training related to assisting family caregivers. This includes detailed knowledge about issues impacting caregivers, national and local resources, programs, funding, and eligibility requirements.
- Data collection, reporting.

**8.2.4.1. Required Certification:**

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire
- Obtain training and certification in Options Counseling within 6 months of hire.
- Trained/Licensed in Powerful Tools for Caregivers curriculum
- Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor

**8.2.5. State Health Insurance Assistance Program (SHIP)**

Contractor shall provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the State Health Insurance Assistance Program's goals and performance measures for their County/Region

**8.2.5.1. Required Certification:**

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
- Within 6 months of hire:
- Obtain certification as a SHIP and SMP Counselor
- Obtain training and certification in Options Counseling

**8.2.6. Senior Medicare Patrol Program (SMP)**

Contractor shall provide free, unbiased counseling and assistance via telephone and face-to-face interactive sessions, public education presentations, printed materials, and media activities that deal with Medicare coverage and the importance of preventing health care fraud and abuse. Under the direction of the Program Management, oversee the development and implementation of the Senior Medicare Patrol Program's deliverables, goals and performance measures for the State/ County/Region.

**8.2.6.1. Required Certification**

- Alliance of Information Referral Specialist (AIRS) certification within one year of hire.
- Obtain certification as a SHIP and SMP Counselor, within 6 months of hire

**9. Work Plan**

Within thirty (30) days of the effective date of the contract, Contractor shall develop and submit to DHHS a detailed work plan that identifies deliverables and includes reasonable timelines for completion of the. DHHS will monitor this contract via this work plan and performance measures defined in the contract.

During the course of this contract period it may be necessary to revise or modify the deliverables and the work plan referred to above to meet the primary objectives defined by the federal grantor. DHHS staff will work with the contractor to develop a solution that takes into consideration resources and timelines for completion. The above-mentioned work plan to be developed will be adjusted accordingly, but in no case will timelines extend beyond the grant award period and or contract period.

- 9.1. Updated Workplan: Within thirty (30) days of the effective date of any amendment to the agreement, the contractor shall submit a revised workplan to DHHS.



Exhibit A Amendment #1

**10. Cultural Considerations:**

The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the effective date of Amendment #2 to the Agreement.

**11. Privacy and Security of Client Information**

DHHS is the designated owner of all data related to the programs provided under this contract and shall approve all access to that data. Contractor shall not have ownership of State data at any time. Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache.

**12. E-Studio**

Contractors shall be required to use DHHS' E-Studio electronic information system. E-Studio is DHHS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Use consistent spelling. Contractor is strongly encouraged to identify all of the key agency personnel who need to have E-Studio accounts to ensure that information from DHHS can be shared with the necessary agency staff. There is no cost to the organization for DHHS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio.

**13. Contract Monitoring**

13.1. The Contractor shall:

13.2. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

13.3. Ensure the Department is provided with access that includes but is not limited to:

13.3.1. Data

13.3.2. Financial records

13.3.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

13.3.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

13.3.5. Scheduled phone access to Contractor principals and staff



**Exhibit B - Amendment #2**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, in accordance with the budgets defined in Section 5 below, for the services provided by the Contractor pursuant to Exhibit A, Amendment #1 Scope of Services.
2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

| CFDA # | Federal Agency                         | Grant Description                                                              |
|--------|----------------------------------------|--------------------------------------------------------------------------------|
| 93.778 |                                        | Medicaid Grants                                                                |
| 93.667 | Administration for Children & Families | Social Services Block Grant                                                    |
| 93.052 | Administration for Community Living    | Family Caregiver Support<br>Title III E                                        |
| 93.517 | Administration for Community Living    | Aging and Disability Resource Center Options<br>Counseling Enhancement Program |
| 93.324 | Administration for Community Living    | State Health Insurance Assistance Program                                      |
| 93.048 | Administration for Community Living    | Senior Medicare Patrol Project                                                 |
| 93.071 | Administration for Community Living    | CMS LIS/MSP Outreach to Low Income<br>Medicare Beneficiaries (MIPPA)           |

- 2.1. The Contractor agrees to provide the services in Exhibit A, Amendment #1, Scope of Services in compliance with funding requirements.

3. Account Numbers in Block 1.6 of the General Provisions of this Agreement, Form P-37 as follows:

| Grant                                                                          | State Account Number                |
|--------------------------------------------------------------------------------|-------------------------------------|
| NH State General Funds                                                         | 05-95-48-481010-95650000-102-500731 |
| Social Services Block Grant                                                    | 05-95-48-481010-92550000-545-500387 |
| Medicaid                                                                       | 05-95-48-481510-61800000-550-500398 |
| Aging and Disability Resource Center Options<br>Counseling Enhancement Program | 05-95-48-481010-78720000-072-500575 |
| Family Caregiver Support<br>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<br>Medicare Beneficiaries (MIPPA)           | 05-95-48-481010-88880000-102-500731 |



## Exhibit B - Amendment #2

4. Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

Financial Manager  
Division of Community Based Care Services  
Department of Health and Human Services  
129 Pleasant Street, Brown Building  
Concord, NH 03301

5. Payment for contracted services will be made cost reimbursement basis only, for allowable expenses based on budgets identified as Exhibits B-1 through Exhibit s B-14. Each budget is specific to a time period as identified in the budget period at the top of the respective budget form.

5.1. Payment for contracted services shall be made on cost reimbursement basis only, for allowable expenses based on the budgets identified as Exhibit B-15 and Exhibit B-16 and in accordance with the Department approved individual program budgets.

5.2. The Contractor will provide invoices on Department supplied forms.

5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

6. The Contractor shall submit to the Department the subcontractor's budget for review and approval. The Contractor shall submit to the Department copies of their invoices and the subcontractor's invoices for actual expenses that support the requests for reimbursement.

7. The Information, Referral, and Awareness Program Budgets Exhibit B-1 and B-6 Contract Share is funded by various sources as a percentage of the total as follows:

7.1. NH State General Funds SFY14: 47% SFY15: 49%

7.2. Social Services Block Grant SFY14: 15% SFY15: 14%

7.3. Medicaid SFY14: 38% SFY15: 37%

8. The Options Counseling and Person Centered Transition Support Programs Budgets Exhibit B-2 and B-7 Contract Share is funded by various sources as a percentage of the total as follows:

8.1. Medicaid SFY14: 64% SFY15: 88%

8.2. ADRC Grant SFY14: 36% SFY15: 12%

9. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibit B-1 through B-16 Budgets, to adjust amounts within the budgets and between State Fiscal Years, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

11. Community Support Requirement: When the Contractor elects to provide additional funding toward the cost of the programs, then the Contractor is obligated to fund the difference between the total 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.



**Exhibit B - Amendment #2**

---

12. The Contractor shall complete Time Sheets for staff as instructed and on forms provided by THE DEPARTMENT.
13. Financial Reporting Requirements: The Contractor shall submit Monthly Financial Reports to THE DEPARTMENT upon request.
14. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Monthly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.
15. Veterans Directed Home and Community Based Program: The funding is from July 1, 2014 to June 30, 2015 for the purposes of developing and implementing the program as defined in Section 4.9.1 of Exhibit A, Amendment #1. Once the program is operational, the contractor shall continue providing the scope of work as defined in Sections 4.9.2 through 4.9.8 of Exhibit A, of Amendment #1, without funding from the Department.



Contractor Initials: WJ  
Date: 3-6-15

**Budget Period: 7/1/14- 6/30/15**

[illegible]

**Indirect As A Percent of Direct**

**Bidder/Program Name: Tri County Community Action Program, Inc.**  
**Budget Request for: Medicare Improvements for Patients and Pro**  
*(Name of Program)*

| Budget Period: 10/1/14-S/30/15                       |    |           |    |       |    |           |    |       |    |   |    |           |
|------------------------------------------------------|----|-----------|----|-------|----|-----------|----|-------|----|---|----|-----------|
|                                                      | \$ | 10,060.00 | \$ | -     | \$ | 10,060.00 | \$ | -     | \$ | - | \$ | 9,960.00  |
| 1. Total Salary/Wages                                | \$ | 10,060.00 | \$ | -     | \$ | 10,060.00 | \$ | -     | \$ | - | \$ | 9,960.00  |
| 2. Employee Benefits                                 | \$ | 3,747.00  | \$ | -     | \$ | 3,747.00  | \$ | -     | \$ | - | \$ | 3,347.00  |
| 3. Consultants                                       | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| 4. Equipment:                                        | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| Rental                                               | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| Repair and Maintenance                               | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| Purchase/Depreciation                                | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| 5. Supplies:                                         | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| Educational                                          | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| Lab                                                  | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| Pharmacy                                             | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| Medical                                              | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| Office                                               | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| 6. Travel                                            | \$ | 250.00    | \$ | -     | \$ | 250.00    | \$ | -     | \$ | - | \$ | 250.00    |
| 7. Occupancy                                         | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| 8. Current Expenses                                  | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| Telephone                                            | \$ | 150.00    | \$ | -     | \$ | 150.00    | \$ | -     | \$ | - | \$ | 100.00    |
| Postage                                              | \$ | 150.00    | \$ | -     | \$ | 150.00    | \$ | -     | \$ | - | \$ | 150.00    |
| Subscriptions                                        | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| Audit and Legal                                      | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| Insurance                                            | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| Board Expenses                                       | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| Software                                             | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| 9. Marketing/Communications                          | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| 10. Staff Education and Training                     | \$ | 200.00    | \$ | -     | \$ | 200.00    | \$ | -     | \$ | - | \$ | 250.00    |
| 11. Staff Education and Training                     | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | 500.00    |
| 12. Subcontracts/Agreements                          | \$ | -         | \$ | -     | \$ | -         | \$ | -     | \$ | - | \$ | -         |
| 13. Other (specific details mandatory): 12% indirect | \$ | 1,985.00  | \$ | -     | \$ | 1,985.00  | \$ | -     | \$ | - | \$ | 1,985.00  |
| TOTAL                                                | \$ | 16,542.00 | \$ | -     | \$ | 16,542.00 | \$ | -     | \$ | - | \$ | 16,542.00 |
| Indirect As A Percent of Direct                      |    |           |    | 12.0% |    |           |    | 12.0% |    |   |    | 12%       |

**Indirect As A Percent of Direct**

**Budget Period: 7/1/15 - 6/30/16**

|                       |    |         |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |    |        |    |         |      |
|-----------------------|----|---------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|------|
| 1. Total Salary/Wages | \$ | 110,696 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$ | 40,439 | \$ | 110,696 | \$</ |
|-----------------------|----|---------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|----|--------|----|---------|------|

**TOTAL**  
**Indirect As A Percent of Direct**

| New Hampshire Department of Health and Human Services<br>COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD |    |        |    |        |    |       |    |        |    |        |
|----------------------------------------------------------------------------------------------------------|----|--------|----|--------|----|-------|----|--------|----|--------|
| Contractor Name: Tri County Community Action Program, Inc.                                               |    |        |    |        |    |       |    |        |    |        |
| Program Name: ServiceLink Resource Center                                                                |    |        |    |        |    |       |    |        |    |        |
| Budget Period: 7/1/16 - 9/30/16                                                                          |    |        |    |        |    |       |    |        |    |        |
| 1. Total Salary/Wages                                                                                    | \$ | 27,813 | \$ | 27,813 | \$ | -     | \$ | 27,813 | \$ | 27,813 |
| 2. Employee Benefits                                                                                     | \$ | 10,145 | \$ | 10,145 | \$ | -     | \$ | 10,145 | \$ | 10,145 |
| 3. Consultants                                                                                           | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| 4. Equipment                                                                                             | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| 5. Rental                                                                                                | \$ | 500    | \$ | 500    | \$ | -     | \$ | 500    | \$ | 500    |
| 6. Repair and Maintenance                                                                                | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| 7. Purchased Depreciation                                                                                | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| 8. Supplies                                                                                              | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| 9. Educational                                                                                           | \$ | 50     | \$ | 50     | \$ | -     | \$ | 50     | \$ | 50     |
| 10. Lab                                                                                                  | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| 11. Pharmacy                                                                                             | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| 12. Medical                                                                                              | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| 13. Office                                                                                               | \$ | 250    | \$ | 250    | \$ | -     | \$ | 250    | \$ | 250    |
| 14. Travel                                                                                               | \$ | 1,125  | \$ | 1,125  | \$ | -     | \$ | 1,125  | \$ | 1,125  |
| 15. Occupancy                                                                                            | \$ | 4,105  | \$ | 4,105  | \$ | 1,600 | \$ | 2,505  | \$ | 2,505  |
| 16. Patient Expenses                                                                                     | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| 17. Telephone                                                                                            | \$ | 450    | \$ | 450    | \$ | -     | \$ | 450    | \$ | 450    |
| 18. Postage                                                                                              | \$ | 140    | \$ | 140    | \$ | -     | \$ | 140    | \$ | 140    |
| 19. Subscriptions                                                                                        | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| 20. Audit and Legal                                                                                      | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| 21. Insurance                                                                                            | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| 22. Board Expenses                                                                                       | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| 23. Software                                                                                             | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| 24. Marketing/Communications                                                                             | \$ | 300    | \$ | 300    | \$ | -     | \$ | 300    | \$ | 300    |
| 25. Staff Education and Training                                                                         | \$ | 60     | \$ | 60     | \$ | -     | \$ | 60     | \$ | 60     |
| 26. Subcontracts/Agreements                                                                              | \$ | 875    | \$ | 875    | \$ | -     | \$ | 875    | \$ | 875    |
| 27. Other (specific details mandatory):                                                                  | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| Indirect                                                                                                 | \$ | 4,515  | \$ | 4,515  | \$ | -     | \$ | 4,515  | \$ | 4,515  |
| volunteers                                                                                               | \$ | 1,248  | \$ | 1,248  | \$ | -     | \$ | 1,248  | \$ | 1,248  |
| 0                                                                                                        | \$ | -      | \$ | -      | \$ | -     | \$ | -      | \$ | -      |
| TOTAL                                                                                                    | \$ | 51,576 | \$ | 51,576 | \$ | 3,668 | \$ | 47,578 | \$ | 47,578 |
| Indirect As A Percent of Direct                                                                          |    |        |    |        |    | 102   |    | 2.8%   |    | 0.0%   |

Contractor Initials: **KAC**  
Date: **3-6-15**



### **SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis





- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to extend the completion date of the contract for up to fifteen months to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.
4. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional umbrella liability insurance coverage of not less than \$2,000,000;



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*WC*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

*3-6-15*

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:  
Tri-County Community Action Program, Inc.

3-6-15  
Date

Michael Coughlin  
Name: Michael Coughlin  
Title: Chief Executive Officer

Exhibit G

Contractor Initials MC

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations  
and Whistleblower protections

Date 3-6-15



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business





Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

|                                                 |                                                                        |
|-------------------------------------------------|------------------------------------------------------------------------|
| _____<br>The State                              | _____<br>Tri-County Community Action Program, Inc.                     |
| _____<br>Signature of Authorized Representative | _____<br>Signature of Authorized Representative                        |
| _____<br>Name of Authorized Representative      | _____<br>Michael Coughlin<br>Name of Authorized Representative         |
| _____<br>Title of Authorized Representative     | _____<br>Chief Executive Officer<br>Title of Authorized Representative |
| _____<br>Date                                   | _____<br>3-6-2015<br>Date                                              |

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 3<sup>rd</sup> day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County County Community Action Program, Inc.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 9-23-2014:

(Date)

**RESOLVED:** That the Chief Executive Officer

(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 6th day of March, 2015.

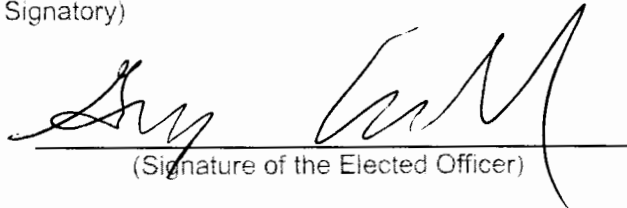
(Date Contract Signed)

4. Michael Coughlin is the duly elected Chief Executive Officer

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 6th day of March, 2015.

By Gary Coulombe.

(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-18

**SUZANNE C. FRENCH**

**Notary Public - New Hampshire**

**My Commission Expires June 19, 2018**

**Board Resolution: Resolution of the Corporation**

Yearly renewal that the Tri-County Community Action Program, Inc. Chief Executive Officer (CEO), Michael Coughlin is hereby authorized on behalf of this Corporation to enter into contracts with the Federal Government, State of New Hampshire, and any other parties as deemed necessary and to execute any and all documents, agreements and other instruments and amendments, revisions or modifications thereto, as may be deemed necessary, desirable or appropriate for the Corporation; this authorization being in force and effective until September 30, 2015. In the event of absence by the CEO, the Chief Financial Officer (CFO), Robert G. Boschen, Jr. shall be authorized to perform such entrances and executions.

This resolution is made with the understanding that any major new undertakings or commitments will be preceded by Board approval.

Approved by the Board of Directors on 9-23-14



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>FIAI/Cross Insurance<br>1100 Elm Street<br><br>Manchester NH 03101                   | <b>CONTACT NAME:</b> Karen Shaughnessy<br><b>PHONE (A/C No. Ext):</b> (603) 669-3218<br><b>FAX (A/C No):</b> (603) 645-4331<br><b>E-MAIL ADDRESS:</b> kshaughnessy@crossagency.com                                                                                                                                                                                                                                               |                               |  |        |           |             |       |           |                                |  |           |  |  |           |  |  |           |  |  |           |  |  |
|---------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|-----------|-------------|-------|-----------|--------------------------------|--|-----------|--|--|-----------|--|--|-----------|--|--|-----------|--|--|
| <b>INSURED</b><br>Tri-County Community Action Program, Inc<br>30 Exchange Street<br><br>Berlin NH 03570 | <table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A</td><td>Arch Ins Co</td><td>11150</td></tr><tr><td>INSURER B</td><td>Maine Employers Mutual Ins Co.</td><td></td></tr><tr><td>INSURER C</td><td></td><td></td></tr><tr><td>INSURER D</td><td></td><td></td></tr><tr><td>INSURER E</td><td></td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A | Arch Ins Co | 11150 | INSURER B | Maine Employers Mutual Ins Co. |  | INSURER C |  |  | INSURER D |  |  | INSURER E |  |  | INSURER F |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                  | NAIC #                        |  |        |           |             |       |           |                                |  |           |  |  |           |  |  |           |  |  |           |  |  |
| INSURER A                                                                                               | Arch Ins Co                                                                                                                                                                                                                                                                                                                                                                                                                      | 11150                         |  |        |           |             |       |           |                                |  |           |  |  |           |  |  |           |  |  |           |  |  |
| INSURER B                                                                                               | Maine Employers Mutual Ins Co.                                                                                                                                                                                                                                                                                                                                                                                                   |                               |  |        |           |             |       |           |                                |  |           |  |  |           |  |  |           |  |  |           |  |  |
| INSURER C                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |  |        |           |             |       |           |                                |  |           |  |  |           |  |  |           |  |  |           |  |  |
| INSURER D                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |  |        |           |             |       |           |                                |  |           |  |  |           |  |  |           |  |  |           |  |  |
| INSURER E                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |  |        |           |             |       |           |                                |  |           |  |  |           |  |  |           |  |  |           |  |  |
| INSURER F                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |  |        |           |             |       |           |                                |  |           |  |  |           |  |  |           |  |  |           |  |  |

**COVERAGES** **CERTIFICATE NUMBER:** CL1471714530 **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 WYD | POLICY NUMBER                                   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-------------------------------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |           |          | NCPCKG0328200                                   | 7/22/2014               | 7/1/2015                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS                                                                              |           |          | NCAUT0328200                                    | 7/22/2014               | 7/1/2015                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Underinsured motorist \$ 1,000,000                                          |
|          | <b>B</b><br><input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                |           |          | NCFXS0328200                                    | 7/22/2014               | 7/1/2015                | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000                                                                                                                                                                                   |
|          | <b>B</b><br><b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input checked="" type="checkbox"/> N/A                                                                             |           |          | 3102801186<br>(3a.) NH<br>All officers included | 7/1/2014                | 7/1/2015                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                               |
| A        | <b>Professional Liability</b>                                                                                                                                                                                                                                                                                                        |           |          | NCPCKG0328200                                   | 7/22/2014               | 7/22/2015               | Per Occurrence \$1,000,000<br>Aggregate \$3,000,000                                                                                                                                                                                      |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Service Link Prog. Refer to policy for exclusionary endorsements and special provisions.

## CERTIFICATE HOLDER

NH Dept of Health & Human Services  
Attn: Catherine A. Cormier  
Contracts & Procurement  
129 Pleasant Street  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laura Perrin/KS5

## **MISSION STATEMENT**

**Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.**

**We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.**

***Tri-County Community Action Programs...  
Helping people, changing lives.***

**TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc. Is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.**

***TRI-COUNTY COMMUNITY ACTION PRPGRAM, Inc.  
...Helping people, changing lives.***

*Financial Statements*

---

**TRI-COUNTY  
COMMUNITY ACTION PROGRAM, INC.**

**FINANCIAL STATEMENTS  
FOR THE YEAR ENDED  
JUNE 30, 2014  
AND  
INDEPENDENT AUDITORS' REPORT**



TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

TABLE OF CONTENTS

FINANCIAL STATEMENTS

|                                                                                                                                                                                                                    | <u>Page(s)</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Independent Auditors' Report                                                                                                                                                                                       | 1 - 2          |
| Financial Statements:                                                                                                                                                                                              |                |
| Statement of Financial Position                                                                                                                                                                                    | 3              |
| Statement of Activities                                                                                                                                                                                            | 4              |
| Statement of Cash Flows                                                                                                                                                                                            | 5              |
| Statement of Functional Expenses                                                                                                                                                                                   | 6              |
| Notes to Financial Statements                                                                                                                                                                                      | 7 - 23         |
| Supplementary Information:                                                                                                                                                                                         |                |
| Schedule of Expenditures of Federal Awards                                                                                                                                                                         | 24 - 25        |
| 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 | 26 - 27        |
| Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133                                                                           | 28 - 29        |
| Schedule of Findings and Questioned Costs                                                                                                                                                                          | 30 - 32        |
| Summary Schedule of Prior Audit Findings                                                                                                                                                                           | 33 - 42        |

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

**Leone,  
McDonnell  
& Roberts**  
PROFESSIONAL ASSOCIATION  
CERTIFIED PUBLIC ACCOUNTANTS  
WOLFEBORO • NORTH CONWAY  
DOVER • CONCORD  
STRATFORD

## **INDEPENDENT AUDITORS' REPORT**

### ***Report on the Financial Statements***

We have audited the accompanying financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our 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 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 Tri-County Community Action Program, Inc. as of June 30, 2014, and the changes in its net assets and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### ***Prior Period Adjustment***

The financial statements of Tri-County Community Action Program, Inc. as of June 30, 2013, were audited by other auditors whose report dated March 31, 2014 expressed a qualified opinion on those financial statements. The reason for the qualified opinion on the fiscal year 2013 statements was that the Organization had not previously classified the difference between its assets and liabilities as unrestricted net assets, temporarily restricted net assets and permanently restricted net assets based on the existence or absence of donor-imposed restrictions. The previous auditor stated that the effects on the financial statements of that departure were not readily determinable. As discussed in **Note 14** to the financial statements, the Organization has adjusted its 2013 financial statements to retrospectively apply the change in temporarily restricted net assets. The other auditors reported on the financial statements before the retrospective adjustment.

As part of our audit of the fiscal year 2014 financial statements, we also audited the adjustments described in **Note 14** that were recorded to restate the fiscal year 2013 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2013 financial statements of the Organization other than with respect to the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2013 financial statements as a whole.

### ***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 January 19, 2015, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

*Leon McDonnell & Roberts  
Professional Association*

January 19, 2015  
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2014

ASSETS

**CURRENT ASSETS**

|                     |            |
|---------------------|------------|
| Cash                | \$ 375,399 |
| Accounts receivable | 833,677    |
| Inventories         | 66,039     |
| Prepaid expenses    | 27,286     |
| Other assets        | <u>818</u> |

Total current assets 1,303,219

**PROPERTY**

|                                |                    |
|--------------------------------|--------------------|
| Property, plant, and equipment | 10,782,988         |
| Less accumulated depreciation  | <u>(4,018,976)</u> |

Property, net 6,764,012

**OTHER ASSETS**

|                               |               |
|-------------------------------|---------------|
| Restricted cash               | 704,665       |
| Building refinance costs, net | <u>16,252</u> |

Total other assets 720,917

**TOTAL ASSETS** \$ 8,788,148

LIABILITIES AND NET ASSETS

**CURRENT LIABILITIES**

|                                   |                |
|-----------------------------------|----------------|
| Current portion of long term debt | \$ 315,312     |
| Demand note payable               | 501,051        |
| Accounts payable                  | 652,705        |
| Accrued compensated absences      | 277,779        |
| Accrued salaries                  | 111,486        |
| Accrued expenses                  | 112,335        |
| Refundable advances               | 224,571        |
| Other liabilities                 | <u>405,593</u> |

Total current liabilities 2,600,832

**LONG TERM DEBT**

|                                        |               |
|----------------------------------------|---------------|
| Long term debt, net of current portion | 4,253,893     |
| Interest rate swap at fair value       | <u>49,713</u> |

Total liabilities 6,904,438

**NET ASSETS**

|                        |                |
|------------------------|----------------|
| Unrestricted           | 1,220,497      |
| Temporarily restricted | <u>663,213</u> |

Total net assets 1,883,710

**TOTAL LIABILITIES AND NET ASSETS** \$ 8,788,148

See Notes to Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2014

|                                                                             | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>Total</u>  |
|-----------------------------------------------------------------------------|---------------------|-----------------------------------|---------------|
| <b>REVENUES AND OTHER SUPPORT</b>                                           |                     |                                   |               |
| Grant and contracts                                                         | \$ 14,550,759       | \$ -                              | \$ 14,550,759 |
| Program funding                                                             | 1,430,906           | -                                 | 1,430,906     |
| Utility programs                                                            | 1,235,250           | -                                 | 1,235,250     |
| In-kind contributions                                                       | 141,303             | -                                 | 141,303       |
| Contributions                                                               | 253,696             | -                                 | 253,696       |
| Fundraising                                                                 | 48,388              | -                                 | 48,388        |
| Rental income                                                               | 742,117             | -                                 | 742,117       |
| Interest income                                                             | 877                 | -                                 | 877           |
| Gain on disposal                                                            | 4,404               | -                                 | 4,404         |
| Other revenue                                                               | 256,500             | -                                 | 256,500       |
| Total revenues and other support                                            | 18,664,200          | -                                 | 18,664,200    |
| <b>NET ASSETS RELEASED FROM<br/>RESTRICTIONS</b>                            | 59,923              | (59,923)                          | -             |
| Total revenues, other support, and<br>net assets released from restrictions | 18,724,123          | (59,923)                          | 18,664,200    |
| <b>FUNCTIONAL EXPENSES</b>                                                  |                     |                                   |               |
| Program Services:                                                           |                     |                                   |               |
| Agency fund                                                                 | 1,020,464           | -                                 | 1,020,464     |
| Head Start                                                                  | 2,004,565           | -                                 | 2,004,565     |
| Guardianship                                                                | 725,590             | -                                 | 725,590       |
| Transportation                                                              | 974,583             | -                                 | 974,583       |
| Volunteer                                                                   | 103,631             | -                                 | 103,631       |
| Workforce development                                                       | 520,858             | -                                 | 520,858       |
| Alcohol and other drugs                                                     | 1,032,132           | -                                 | 1,032,132     |
| Carroll County dental                                                       | 484,898             | -                                 | 484,898       |
| Carroll County restorative justice                                          | 160,275             | -                                 | 160,275       |
| Support center                                                              | 238,519             | -                                 | 238,519       |
| Homeless                                                                    | 468,841             | -                                 | 468,841       |
| Energy and community development                                            | 7,750,706           | -                                 | 7,750,706     |
| Elder                                                                       | 1,069,155           | -                                 | 1,069,155     |
| Total program services                                                      | 16,554,217          | -                                 | 16,554,217    |
| Supporting Activities:                                                      |                     |                                   |               |
| General and administrative                                                  | 1,227,656           | -                                 | 1,227,656     |
| Fundraising                                                                 | 5,678               | -                                 | 5,678         |
| Total supporting activities                                                 | 1,233,334           | -                                 | 1,233,334     |
| Total functional expenses                                                   | 17,787,551          | -                                 | 17,787,551    |
| <b>CHANGES IN NET ASSETS FROM OPERATIONS</b>                                | 936,572             | (59,923)                          | 876,649       |
| <b>OTHER INCOME AND (EXPENSE)</b>                                           |                     |                                   |               |
| Gain on interest rate swap                                                  | 32,937              | -                                 | 32,937        |
| <b>TOTAL CHANGES IN NET ASSETS</b>                                          | 969,509             | (59,923)                          | 909,586       |
| <b>NET ASSETS, BEGINNING OF YEAR (AS ORIGINALLY STATED)</b>                 | (227,714)           | 1,125,522                         | 897,808       |
| <b>PRIOR PERIOD ADJUSTMENT (NOTE 14)</b>                                    | 478,702             | (402,386)                         | 76,316        |
| <b>NET ASSETS, BEGINNING OF YEAR (RESTATEd)</b>                             | 250,988             | 723,136                           | 974,124       |
| <b>NET ASSETS, END OF YEAR</b>                                              | \$ 1,220,497        | \$ 663,213                        | \$ 1,883,710  |

See Notes to Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2014**

|                                                                                                |                   |
|------------------------------------------------------------------------------------------------|-------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>                                                    |                   |
| Change in net assets                                                                           | \$ 909,586        |
| Adjustments to reconcile change in net assets to<br>net cash provided by operating activities: |                   |
| Depreciation and amortization                                                                  | 379,543           |
| Gain on disposal of property                                                                   | (4,404)           |
| Gain on interest rate swap                                                                     | (32,937)          |
| (Increase) decrease in assets:                                                                 |                   |
| Restricted cash                                                                                | (73,140)          |
| Accounts receivable                                                                            | 132,610           |
| Inventories                                                                                    | (1,016)           |
| Due from insurance                                                                             | 41,353            |
| Prepaid expenses                                                                               | (11,234)          |
| Other assets                                                                                   | 502               |
| Increase (decrease) in liabilities:                                                            |                   |
| Accounts payable                                                                               | (505,581)         |
| Accrued compensated absences                                                                   | 17,426            |
| Accrued salaries                                                                               | 34,078            |
| Accrued expenses                                                                               | (5,322)           |
| Refundable advances                                                                            | 213,275           |
| Other liabilities                                                                              | (62,247)          |
| <b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>                                               | <u>1,032,492</u>  |
| <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>                                                    |                   |
| Proceeds from disposal of property                                                             | 4,404             |
| Purchase of property and equipment                                                             | <u>(177,038)</u>  |
| <b>NET CASH USED IN INVESTING ACTIVITIES</b>                                                   | <u>(172,634)</u>  |
| <b>CASH FLOWS FROM FINANCING ACTIVITIES</b>                                                    |                   |
| Net repayment of demand note payable                                                           | (184,536)         |
| Repayment of long-term debt                                                                    | (347,318)         |
| Repayment of capital lease obligation                                                          | <u>(41,284)</u>   |
| <b>NET CASH USED IN FINANCING ACTIVITIES</b>                                                   | <u>(573,138)</u>  |
| <b>NET INCREASE IN CASH</b>                                                                    | 286,720           |
| <b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>                                            | <u>88,679</u>     |
| <b>CASH AND CASH EQUIVALENTS BALANCE, END OF YEAR</b>                                          | <u>\$ 375,399</u> |
| <b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW<br/>INFORMATION:</b>                                   |                   |
| Cash paid during the year for:                                                                 |                   |
| Interest                                                                                       | <u>\$ 247,825</u> |

See Notes to Financial Statements

**INTEGRITY COMMUNITY ACTION PROGRAM, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2011**

|                                                        | Agency Field | Head Start   | Case Management | Transitional | Volunteer  | Workforce Development | At-Risk and Elderly | Domestic Violence | Carroll County Probation | Support Center | Boatmen    | Energy and Development | Other        | Total         | General & Administrative | Facilities | Loan          |
|--------------------------------------------------------|--------------|--------------|-----------------|--------------|------------|-----------------------|---------------------|-------------------|--------------------------|----------------|------------|------------------------|--------------|---------------|--------------------------|------------|---------------|
| Direct Expenses                                        |              |              |                 |              |            |                       |                     |                   |                          |                |            |                        |              |               |                          |            |               |
| Payroll                                                | \$ 11,674    | \$ 427,104   | \$ 418,434      | \$ 449,894   | \$ 70,840  | \$ 298,547            | \$ 387,349          | \$ 254,894        | \$ 84,734                | \$ 130,918     | \$ 224,837 | \$ 1,174,431           | \$ 477,336   | \$ 5,066,214  | \$ 657,214               | \$ -       | \$ 5,054,254  |
| Payroll fringe benefits                                | 16,281       | 301,322      | 131,364         | 46,733       | 24,349     | 83,453                | 181,309             | 47,471            | 25,529                   | 34,040         | 81,668     | 287,388                | 116,028      | 1,345,029     | 174,752                  | -          | 1,108,810     |
| Assurance to clients                                   | 674          | -            | -               | -            | -          | 18,102                | -                   | -                 | -                        | 2,832          | 88,487     | 2,467,308              | 11,809       | 3,643,904     | -                        | -          | 3,659,802     |
| Consultants and contractors                            | 29,498       | 44,298       | 1,851           | 18,219       | -          | -                     | 7,427               | 11,914            | 7,167                    | 14,190         | 8,824      | 17,258                 | 34,789       | 221,884       | 288,872                  | -          | 474,309       |
| Fuel and administration                                | 14,321       | 42,944       | 6,254           | 1,878        | 722        | 348                   | 8114                | 3,838             | 348                      | 1,723          | 3,334      | 54,744                 | 7,351        | 128,444       | 11,328                   | -          | 137,863       |
| Office rental and mobile                               | 7,728        | 189,490      | 47,882          | 13,202       | 8,140      | 128,273               | 20,150              | 33,875            | -                        | -              | 23,350     | 188,610                | 18,842       | 714,004       | 140,668                  | -          | 863,880       |
| Communications                                         | 1,044        | 161,128      | 14,840          | 23,672       | 1,05       | 3,110                 | 79,138              | 3,045             | 139                      | 3,368          | 4,743      | 321,840                | 284,386      | 808,974       | 18,178                   | -          | 825,132       |
| Repairs, travel, purchase and maintenance of equipment | 26,277       | 72           | 13,772          | 545          | -          | -                     | -                   | -                 | -                        | -              | -          | -                      | -            | 83,719        | 36                       | -          | 83,943        |
| Building and grounds maintenance                       | 82,893       | 63,734       | 130             | 8,345        | -          | -                     | 22,785              | 7,350             | -                        | -              | 6,745      | 3,737                  | 1,092        | 3,187         | 238,853                  | 794        | 738,804       |
| Utilities                                              | 142,122      | 28,465       | 12,888          | 19,552       | 1,859      | 4,472                 | 44,780              | 8,154             | 1,362                    | 19,657         | 27,216     | 34,826                 | 78,383       | 460,744       | 8,864                    | -          | 419,498       |
| Food bank                                              | 43           | -            | -               | -            | -          | -                     | -                   | -                 | -                        | -              | -          | -                      | -            | 6,180         | -                        | -          | 6,180         |
| Travel and meetings                                    | 5,168        | 52,544       | 29,472          | 47,227       | 605        | 15,453                | 14,132              | 1,847             | -                        | 5,941          | 11,784     | 9,926                  | 39,863       | 279,427       | 32,478                   | -          | 355,086       |
| Vehicle expenses                                       | 1,417        | -            | -               | 181,004      | -          | -                     | 1,804               | -                 | -                        | -              | 4,182      | 59,243                 | -            | 228,348       | 8,618                    | -          | 236,307       |
| Insurance                                              | 139,861      | 24,141       | 322             | 16,036       | 717        | -                     | 24,841              | -                 | 541                      | 7,948          | 17,169     | 33,838                 | -            | 888,384       | 1,880                    | -          | 890,829       |
| Interest expense                                       | 174,771      | -            | -               | -            | -          | 7,234                 | 64,742              | -                 | -                        | -              | -          | 479                    | -            | 247,435       | 267                      | -          | 348,117       |
| Other direct program costs                             | 83,871       | 4,354        | 20,992          | 8,505        | -          | 8,573                 | 3,978               | 4,997             | -                        | 200            | 8,381      | 3,381                  | 481          | 121,316       | 16,077                   | 5,978      | 117,894       |
| Occupational and professional expense                  | 184,173      | 4,064        | 3,842           | 7,478        | -          | 21,947                | 46,801              | -                 | 19,628                   | 1,781          | 7,022      | 29,698                 | 379,343      | 16,077        | -                        | -          | 378,343       |
| In-kind reported                                       | 141,831      | -            | -               | -            | -          | -                     | -                   | -                 | -                        | -              | -          | -                      | -            | 141,831       | -                        | -          | 141,831       |
| Total Direct Expenses                                  | 1,025,404    | 2,804,684    | 728,580         | 871,849      | 103,843    | 500,828               | 1,032,192           | 484,828           | 144,278                  | 224,010        | 488,341    | 7,763,705              | 1,889,155    | 16,384,217    | 1,227,648                | 5,274      | 17,747,631    |
| Indirect Expenses                                      |              |              |                 |              |            |                       |                     |                   |                          |                |            |                        |              |               |                          |            |               |
| Indirect costs                                         | 128,441      | 715,138      | 30,816          | 516,873      | 52,887     | 47,936                | 154,871             | 55,840            | 19,106                   | 28,783         | 47,842     | 284,089                | 516,898      | 1,777,850     | (1,227,648)              | -          | -             |
| Total Direct & Indirect expenses                       | \$ 1,153,845 | \$ 3,519,822 | \$ 759,396      | \$ 1,388,722 | \$ 156,730 | \$ 548,764            | \$ 1,187,063        | \$ 540,668        | \$ 163,384               | \$ 252,793     | \$ 536,183 | \$ 8,047,794           | \$ 2,406,053 | \$ 18,162,067 | \$ -                     | \$ 5,274   | \$ 17,747,631 |

See Notes to Financial Statements

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED JUNE 30, 2014**

**NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of activities**

Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies.

The Organization's programs consist of the following:

**Agency**

Tri-County CAP Administration provides central program management support and oversight to our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

An example is The Northern Forest Heritage Park (the Park), which provides hundreds of individuals with an educational experience as they visit a full-size replica logging camp, interactive exhibits, the Brown Company House Museum, the Artisans' Display Gallery and gift shop, as well as boat tours, cultural festivals, demonstrations, and competitions. The Park is also available for community and family events.

**Head Start**

Head Start serves hundreds of children and their families in multiple classrooms and locations throughout three counties. Research demonstrates that children who are healthy learn better. Due to this fact, parents in our program receive assistance in completing medical and dental exams for their children. To further assist in breaking the cycle of poverty, each family enrolled in Head Start receives assistance in completing a family needs assessment, and subsequent support in achieving their self-sufficiency and personal improvement goals.



### **Guardianship**

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

### **Transportation**

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 18 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

### **Volunteer**

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 330 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 50 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

### **Workforce Development**

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

### **Alcohol & Other Drugs (AOD)**

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities. The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately \$130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire.

#### **Carroll County Dental**

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

#### **Carroll County Restorative Justice**

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers.

#### **Support Center**

The Organization's Support Center at Burch House is a domestic and sexual violence crisis center that provides direct service and shelter to victims of domestic and sexual violence in Northern Grafton County. Support groups for victims and survivors are provided all year long. Violence prevention programs reach out to students in grades 4-12 and to civic and community groups, as well as to other health and human service professionals in the area.

Supports groups for victims and survivors are provided all year long. Open 24 hours a day, services include: Crisis intervention, emergency shelter, court, hospital and police advocacy and accompaniment, support groups, violence prevention programs reach out to students in grades 4-12 and community outreach trainings and professional presentations to civic and community groups, as well as to other health and human service professionals in the area.

#### **Homeless**

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients. The Organization also provides some housing rehabilitation services to help preserve older housing stock.

### **Energy and Development, and Community Contact**

Energy programs provide fuel assistance, electric assistance, utility conservation, and weatherization measures including insulation, air-sealing, energy efficient lighting and refrigerators, hot water conservation measures, minor home repairs, and replacement windows and doors.

Eight Community Contact sites allow for local participant access. Applications for energy assistance program, rental security deposit assistance and other emergency services are taken at these community contact offices. These offices also provide information to the Organization's clients about their other programs and programs available through other organizations in the community.

### **Elder**

The Organization's Elder program provides senior meals in 12 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. Adult Day Services including respite for those caring for an adult who requires assistance with activities of daily living, support groups, caregiver education, and in-home assessments. The Coos County ServiceLink Aging & Disability Resource Center assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

### **Method of accounting**

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenues, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

### **Basis of presentation**

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The Organization had no permanently restricted net assets at June 30, 2014. The Organization had temporarily restricted net assets of \$663,213 at June 30, 2014 after the prior period adjustment as described in **Note 14**.

### **Restricted and unrestricted support**

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction.

When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

**Unrestricted net assets** include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

**Temporarily restricted net assets** include contributions for which time restrictions or donor- imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

**Permanently restricted net assets** include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2014.

#### **Fair Value Measurements**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is classified into three levels based on the reliability of inputs as follows:

**Level 1:** Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

**Level 2:** Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

**Level 3:** Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in **Note 6**, the note payable which bears monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio is 1.10; or 3.00% when the Organization's debt service coverage ratio is 1.20. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The Organization pays interest at a fixed 3.85%. The arrangement is scheduled to expire on August 2040. The notional amount of the contract was \$3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, is classified as a cash flow hedge.

For the year ended June 30, 2014, the fair value of the interest rate swap was \$49,713 and the unrealized gain was \$32,937. The fair value of the swap is included on the balance sheet as a long term liability. No amounts have been reclassified as interest expense and based upon the Organization's intent to hold the derivative until expiration they do not expect to reclassify any unrealized gains or losses to interest expense.

#### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based upon reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding.

The Organization does not charge interest on outstanding accounts receivable.

### **Property and Depreciation**

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation. Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs are charged to expense as incurred.

Estimated useful lives are as follows:

|                            |                |
|----------------------------|----------------|
| Buildings and Improvements | 20 to 40 years |
| Vehicles                   | 5 to 8 years   |
| Furniture and Equipment    | 5 to 15 years  |

### **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 \$224,571 as of June 30, 2014.

### **Nonprofit tax status**

The Organization is a *not-for-profit* Section 501(c) (3) organization of the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization is no longer subject to examinations by tax authorities for years prior to 2009.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), subject to examination by the IRS, generally for three years after it is filed.

#### **Retirement plan**

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, payments had ceased, therefore as of June 30, 2014, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

#### **Donated services and goods**

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

#### **Donated property and equipment**

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

#### **Use of estimates**

The presentation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

#### **Functional allocation of expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

**Program salaries and related expenses** are allocated to the various program and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

**Workers Compensation expenses** are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

**Paid Leave** is charged to a leave pool and is allocated to each program as a percentage of total salaries.

**Fringe Benefits** are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

**Depreciation expense** is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the supplemental statements of functional expenses. Depreciation applicable to assets which are used by multiple programs, primarily buildings, is charged to the benefiting program based upon an analysis of square footage. The same calculation is used to allocate other building costs including insurance. These costs are reported as space costs on the supplemental statements of functional expenses.

**Insurance:** automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

**The remaining shared expenses** are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2013 received provisional approval and is effective until amended. The rate is 12.3%.

**Advertising policy**

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the year ended June 30, 2014 was \$11,778.

**NOTE 2. CASH AND CASH EQUIVALENTS**

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2014, the balances on interest and non-interest bearing accounts were insured by the FDIC up to \$250,000. At June 30, 2014, there was approximately \$487,000 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

**Cash Restrictions**

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is \$52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture. Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved.



The balance as of June 30, 2014 was \$6,219. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits of \$437. This amount is included in restricted cash on the Statement of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is \$186,516 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2014 was \$187,107, and the Organization was in compliance with this requirement. This amount is included in restricted cash on the Statement of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this withdrawal at June 30, 2014 was \$403,598. These amounts are included in other liabilities on the Statement of Financial Position. The total restricted cash within this account at June 30, 2014 was \$398,354, and is included in the restricted cash balance on the Statement of Financial Position.

During fiscal year 2013, the Court Appointed Special Trustee requested and received \$225,000 from private donors. These funds were restricted to use by the Special Trustee under his individual authority. As of June 30, 2014, the remaining balance of these funds is \$112,985. This amount is included in restricted cash on the Statement of Financial Position.

**NOTE 3. INVENTORY**

In 2014, inventory included weatherization materials which have been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method.

**NOTE 4. PROPERTY**

Property consists of the following at June 30, 2014:

|           | <u>Capitalized<br/>Cost</u> | <u>Accumulated<br/>Depreciation</u> | <u>Net<br/>Book Value</u> |
|-----------|-----------------------------|-------------------------------------|---------------------------|
| Building  | \$7,972,540                 | \$ 2,448,604                        | \$ 5,523,936              |
| Equipment | 2,214,981                   | 1,570,372                           | 3,785,353                 |
| Land      | <u>595,467</u>              | <u>-</u>                            | <u>595,467</u>            |
|           | <u>\$10,782,988</u>         | <u>\$ 4,018,976</u>                 | <u>\$ 6,764,012</u>       |

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the year ended June 30, 2014 was \$378,065.

The Organization also had building refinancing costs of \$17,730. Amortization expense for the year ended June 30, 2014 was \$1,478.

**NOTE 5. ACCRUED EARNED TIME**

Employees of the Organization are eligible to accrue vacation for a maximum of 240 hours. At June 30, 2014, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$277,779.

**NOTE 6. LONG TERM DEBT**

The long term debt of the Organization as of June 30, 2014 consisted of the following:

|                                                                                                                                                                    |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Note payable requiring 360 monthly installments of \$484 including interest at 5% per annum. Secured by general business assets. Final installment due March 2024. | \$ 44,319 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|

|                                                                                                                                                                       |         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Note payable requiring 360 monthly installments of \$1,746 including interest at 4.5% per annum. Secured by general business assets. Final installment due June 2024. | 144,785 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|

|                                                                                                                                                                        |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Note payable requiring 360 monthly installments of \$1,664 including interest at 5% per annum. Secured by general business assets. Final installment due January 2027. | 185,470 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|

|                                                                                                                                                                       |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Note payable requiring 360 monthly installments of \$292 including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030. | 38,753 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|

|                                                                                                                                                                     |       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Note payable requiring 360 monthly installments of \$74 including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029. | 9,507 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|

|                                                                                                                                                                                       |       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Note payable requiring 120 monthly installments of \$475 including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015. | 8,340 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|

|                                                                                                                                                                                              |         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Note payable requiring 120 monthly installments of \$3,799 including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021. | 459,945 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|

Note payable to a related party, interest accrues 6% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended.

26,170

Note payable to a non-profit organization (related party), interest accrues 6% per annum, no monthly installments, full principal plus interest due during the Organization's fiscal year end 2013, informally extended.

149,866

Bond payable requiring monthly installments of \$15,260 including interest adjusted by a swap agreement with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). Secured by first commercial real estate mortgage on various properties and assignment of rents at various properties. Final installment due August 2040.

3,016,868

Note payable requiring 240 monthly installments of \$4,518 including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final installment due December 2032.

485,182  
4,569,205  
(315,312)

Less current portion due within one year

Total long term debt

\$ 4,253,893

The scheduled maturities of long term debt as of June 30, 2014 were as follows:

| <u>Years ending</u><br><u>June 30</u> | <u>Amount</u>       |
|---------------------------------------|---------------------|
| 2015                                  | \$ 315,312          |
| 2016                                  | 142,626             |
| 2017                                  | 146,154             |
| 2018                                  | 545,938             |
| 2019                                  | 134,263             |
| Thereafter                            | <u>3,284,912</u>    |
|                                       | <u>\$ 4,569,205</u> |

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first six notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance.

Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment. The balance in this account as of June 30, 2014 was \$6,219.

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank related to the bond payable listed above. Additionally, the Organization is required to maintain a debt coverage ratio of 1:1.10 as stipulated in the loan agreement.

**NOTE 7. DEMAND NOTE PAYABLE**

The Organization has available a \$45,000 unsecured line of credit with Northway Bank, at June 30, 2014. Borrowings under the line bear interest at 6.50% per annum, and totaled \$33,611 at June 30, 2014, respectively. The line of credit is unsecured.

The Organization has available a \$750,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.25% per annum, and totaled \$400,000 at June 30, 2014. The line is subject to renewal each January.

The Organization has available a \$25,000 line of credit with Bank of New Hampshire which is secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bear interest at 4.25% per annum, and totaled \$16,601 at June 30, 2014.

The Organization was issued a revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2014, the outstanding debt totaled \$50,839, which included accrued interest of \$839.

**NOTE 8. LEASES**

**Capital Leases**

The Organization leased equipment from Leaf Financial Corporation under the terms of a capital lease. The economic substance of the lease was that the Organization was financing the acquisition of the assets through the lease, and accordingly, it was recorded in the Organization's assets and liabilities. In 2014, the remaining balance was paid off and the balance was subsequently reduced to zero.

**Operating Leases**

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the year ended June 30, 2014, the annual rent expense for leased facilities was \$188,455.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2014, are as follows:

| <u>Years ending<br/>June 30</u> | <u>Amount</u>     |
|---------------------------------|-------------------|
| 2015                            | \$ 171,566        |
| 2016                            | 93,116            |
| 2017                            | 81,757            |
| 2018                            | 83,531            |
| 2019                            | 70,936            |
| Thereafter                      | <u>282,000</u>    |
|                                 | <u>\$ 782,906</u> |

Rent expense for the year ended June 30, 2014 totaled \$714,004.

**NOTE 9. IN-KIND CONTRIBUTIONS**

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions. The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

**NOTE 10. CONCENTRATION OF RISK**

The Organization receives a large majority of its support from federal and state governments. For the year ended June 30, 2014 approximately \$14,018,226 (73%) of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have an effect on the Organization's programs and activities.

**NOTE 11. TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets are available for the following specific program services as of June 30, 2014:

|                                                    |                   |
|----------------------------------------------------|-------------------|
| NH Charitable Foundation Grant, Mt. Jasper         | \$ 32,653         |
| Donations to Special Trustees                      | 50,000            |
| Champagne Family Rescue                            | 616               |
| Berlin Area Renewable Energy Initiative            | 19,838            |
| Transitions in Caregiving Plus                     | 3,235             |
| 10 Bricks Shelter Funds                            | 107,221           |
| Fuel Assistance Emergency Fund                     | 8,689             |
| Donations to Mahosuc Trail                         | 1,842             |
| Carroll County Transit Program                     | 7,954             |
| Community Contact                                  | 3,543             |
| Donations to Maple Fund                            | 1,825             |
| Private Funding for Fuel Assistance Program        | 149,178           |
| Pellet Stove Program                               | 25,000            |
| Private Funding for Head Start                     | 26,028            |
| Loan Programs                                      | 153               |
| Private Funding for Alcohol and Other Drug Program | 50,000            |
| Funding for Tyler Blain House                      | 12,595            |
| North Country Transit Other                        | 22,041            |
| Restricted Buildings                               | <u>140,802</u>    |
| Total temporarily restricted net assets            | <u>\$ 663,213</u> |

**NOTE 12. COMMITMENTS AND CONTINGENCIES****Grant Compliance**

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

**Environmental Contingencies**

On March 30, 2009 the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company. The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

**Other Liabilities**

During fiscal year 2012, the Organization withdrew \$375,000 from an account entrusted to the Organization as part of the Guardianship Program (see **Note 2**). This unauthorized withdrawal was reported to the New Hampshire Assistant Attorney General of the Charitable Trust Division and an agreement was reached to replenish the account. The Organization returned \$191,000 during the fiscal year ended June 30, 2013 and \$184,000 during the fiscal year ended June 30, 2014 to the Guardianship Services Program account.

In addition to the requirement to return the funds, the Organization was assessed a fee of \$5,244 related to the unauthorized use of these funds. This amount was still outstanding at June 30, 2014 as no official notice or request for payment had been received by the Organization.

**NOTE 13. RELATED PARTY TRANSACTIONS**

As disclosed in **Note 6**, the Organization has a loan payable to the wife of the former Chief Executive Officer. Also in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** for terms of the note payables. Total note payables to related parties for the year ended June 30, 2014 was \$176,036.

**NOTE 14. PRIOR PERIOD ADJUSTMENTS**

The beginning net assets for 2014 have been restated to correctly classify unrestricted and temporarily restricted net assets. The prior auditors had modified their audit opinion for the year ended June 30, 2013 with regards to these balances stating that the Organization had previously not classified these net asset balances appropriately. They also stated that the effects on the financial statements were not reasonably determinable. During the year ended June 30, 2014, the Organization reviewed their entire unrestricted and temporarily restricted net asset balances and corrected this issue. The effect of the restatement was to increase unrestricted net assets and decrease temporarily restricted net assets for 2013 by \$402,386.

There was also another adjustment, totaling a net amount of \$76,316, related to refundable advances not recorded at June 30, 2013.

**NOTE 15. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 19, 2015, the date the financial statements were available to be issued.



TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2014**

| Federal Grantor/Pass Through<br>Grantor/Program Title                                                                  | Pass-through<br>Entity<br>Identifying<br>Number | Federal<br>CFDA<br>Number | Federal<br>Expenditures |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|---------------------------|-------------------------|
| <b><u>U.S. Department of Health and Human Services</u></b>                                                             |                                                 |                           |                         |
| <i>Direct</i>                                                                                                          |                                                 |                           |                         |
| Head Start                                                                                                             | 01CH1041/47                                     | 93.600                    | \$ 1,174,745            |
| Head Start                                                                                                             | 01CH1041/48                                     | 93.600                    | 854,328                 |
| <i>Passed through New Hampshire Office of Energy and Planning</i>                                                      |                                                 |                           |                         |
| Low-Income Home Energy Assistance (Admin.)                                                                             | 1025875                                         | 93.568                    | 66,709                  |
| Low-Income Home Energy Assistance (Assurance 16)                                                                       | 1025875                                         | 93.568                    | 31,324                  |
| Low-Income Home Energy Assistance (Admin.)                                                                             | 1033340                                         | 93.568                    | 384,079                 |
| Low-Income Home Energy Assistance (Program)                                                                            | 1033340                                         | 93.568                    | 5,322,937               |
| Low-Income Home Energy Assistance (Assurance 16)                                                                       | 1033340                                         | 93.568                    | 103,369                 |
| Low-Income Home Energy Assistance (HRRP)                                                                               | 1025855                                         | 93.568                    | 17,353                  |
| Low-Income Home Energy Assistance (HRRP)                                                                               | 1033553                                         | 93.568                    | 72,444                  |
| Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)          | 14AANH3SP                                       | 93.044                    | 10,780                  |
| <i>Passed through New Hampshire Health and Human Services</i>                                                          |                                                 |                           |                         |
| Community Services Block Grant                                                                                         | 1026069                                         | 93.569                    | 112,288                 |
| Community Services Block Grant                                                                                         | 102500731                                       | 93.569                    | 486,633                 |
| Temporary Assistance for Needy Families (NHEP Workplace Success)                                                       |                                                 | 93.558                    | 332,099                 |
| Temporary Assistance for Needy Families (JARC)                                                                         |                                                 | 93.558                    | 24,300                  |
| Preventative Health and Health Services Block Grant (Oral Health Program)                                              | 90072003                                        | 93.951                    | 10,617                  |
| Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services (Sr Oral Health) | 102-500731                                      | 93.043                    | 210                     |
| Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Adult Medical) | 1016495                                         | 93.044                    | 2,449                   |
| Special Programs for the Aging - Title III, Part C - Nutrition Services (HD Meals)                                     | 1016499                                         | 93.045                    | 157,945                 |
| National Family Caregiver Support, Title III, Part E                                                                   | 1008784                                         | 93.052                    | 8,591                   |
| National Family Caregiver Support, Title III, Part E                                                                   | 14AANH3FC                                       | 93.052                    | 10,738                  |
| Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels)     | 1016495                                         | 93.044                    | 50,593                  |
| Medical Assistance Program (Assessment & Counseling #1)                                                                | 1008784                                         | 93.778                    | 20,909                  |
| Medical Assistance Program (Options Counseling and I&R #7)                                                             |                                                 | 93.778                    | 33,902                  |
| Medical Assistance Program (Transportation)                                                                            |                                                 | 93.778                    | 48,032                  |
| Nutrition Services Incentive Program (NSIP)                                                                            |                                                 | 93.053                    | 71,604                  |
| Social Services Block Grant (Title XX I&R)                                                                             | G-1301NHSOSR                                    | 93.667                    | 5,199                   |
| Social Services Block Grant (Title XX I&R)                                                                             | 1000784                                         | 93.667                    | 2,053                   |
| Social Services Block Grant (Title XX Adult Daycare)                                                                   | 1016503                                         | 93.667                    | 2,134                   |
| Social Services Block Grant (Title XX HD Meals APS)                                                                    | 1016496                                         | 93.667                    | 2,857                   |
| Social Services Block Grant (Title XX HD Meals)                                                                        | 1016495                                         | 93.667                    | 59,754                  |
| Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate Meals)                             | 1016501                                         | 93.045                    | 66,556                  |
| Affordable Care Act - Aging and Disability Resource Center (ADRC Optional)                                             | 90RO0028                                        | 93.517                    | 14,544                  |
| Centers for Medicare and Medicaid Services (SHIP)                                                                      | 1008784                                         | 93.779                    | 7,325                   |
| Centers for Medicare and Medicaid Services (SHIP)                                                                      | 1NOCMS020220                                    | 93.779                    | 4,197                   |
| Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)                                 | 1008784                                         | 93.048                    | 3,084                   |
| Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)                                 | 90MP0176                                        | 93.048                    | 7,354                   |
| Administration for Community Living - Medicare Enrollment Assistance Program (MIPPA)                                   |                                                 | 93.071                    | 2,818                   |
| Centers for Medicare and Medicaid Services (Marketplace Assister Services)                                             |                                                 | 93.525                    | 24,957                  |
| <i>Passed Through New Hampshire Coalition against Domestic and Sexual Violence</i>                                     |                                                 |                           |                         |
| Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (SPIRDV)        |                                                 | 93.671                    | 26,636                  |
| Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (DVS)           |                                                 | 93.671                    | 22,684                  |
| <i>Passed through New Hampshire Division of Public Health Services</i>                                                 |                                                 |                           |                         |
| Block Grants for Prevention and Treatment of Substance Abuse                                                           |                                                 | 93.959                    | 260,450                 |
| <i>Passed through New Hampshire Division of Child Support Services</i>                                                 |                                                 |                           |                         |
| Projects for Assistance in Transition from Homelessness (PATH)                                                         |                                                 | 93.150                    | 79,829                  |
| <b>TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:</b>                                                             |                                                 |                           | <u>10,021,622</u>       |
| <b><u>U.S. Department of Energy</u></b>                                                                                |                                                 |                           |                         |
| <i>Passed through Governor's Office of Energy and Community Services</i>                                               |                                                 |                           |                         |
| Weatherization Assistance for Low-Income Persons                                                                       | 1033409                                         | 81.042                    | 209,433                 |
| <i>Passed through NH Community Development Finance Authority</i>                                                       |                                                 |                           |                         |
| Energy Efficiency and Conservation Block Grant Program (Better Buildings)                                              |                                                 | 81.128                    | 72,291                  |
| <b>TOTAL U.S. DEPARTMENT OF ENERGY:</b>                                                                                |                                                 |                           | <u>281,724</u>          |
| <b><u>U.S. Corporation for National and Community Service</u></b>                                                      |                                                 |                           |                         |
| <i>Direct</i>                                                                                                          |                                                 |                           |                         |
| Retired and Senior Volunteer Program                                                                                   | 13SRANH001                                      | 94.002                    | 72,754                  |
| <b>TOTAL U.S. CORPORATION FOR NATIONAL AND COMMUNITY SERVICE:</b>                                                      |                                                 |                           | <u>72,754</u>           |

**TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014**

| Federal Grantor/Pass Through<br>Grantor/Program Title                                              | Pass-through<br>Entity<br>Identifying<br>Number | Federal<br>CFDA<br>Number | Federal<br>Expenditures |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------|---------------------------|-------------------------|
| <b><u>U.S. Department of Agriculture</u></b>                                                       |                                                 |                           |                         |
| <i>Direct</i>                                                                                      |                                                 |                           |                         |
| Supplemental Nutrition Assistance Program (food stamps)                                            |                                                 | 10.551                    | 6,520                   |
| Rural Housing Preservation Grants                                                                  |                                                 | 10.433                    | 4,392                   |
| <i>Passed Through New Hampshire Department of Education</i>                                        |                                                 |                           |                         |
| Child and Adult Care Food Program                                                                  |                                                 | 10.558                    | 105,782                 |
| TOTAL U.S. DEPARTMENT OF AGRICULTURE:                                                              |                                                 |                           | <u>116,694</u>          |
| <b><u>U.S. Department of Homeland Security</u></b>                                                 |                                                 |                           |                         |
| <i>Direct</i>                                                                                      |                                                 |                           |                         |
| Emergency Management Performance Grants (FEMA)                                                     | 128735                                          | 97.042                    | 21,889                  |
| TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY:                                                        |                                                 |                           | <u>21,889</u>           |
| <b><u>U.S. Department of Justice</u></b>                                                           |                                                 |                           |                         |
| <i>Passed through New Hampshire Coalition Against Domestic and Sexual Violence</i>                 |                                                 |                           |                         |
| Crime Victim Assistance (VOCA)                                                                     |                                                 | 16.575                    | 66,702                  |
| Sexual Assault Services Formula Program (SASP)                                                     | 2012-KF-AX-0021                                 | 16.017                    | 7,878                   |
| TOTAL U.S. DEPARTMENT OF JUSTICE:                                                                  |                                                 |                           | <u>74,580</u>           |
| <b><u>U.S. Department of Transportation</u></b>                                                    |                                                 |                           |                         |
| <i>Passed through New Hampshire Department of Transportation</i>                                   |                                                 |                           |                         |
| Formula Grants for Rural Areas (Section 5311)                                                      | NH-18-X044                                      | 20.509                    | 293,798                 |
| Job Access and Reverse Commute Program (FTA- Section 5316)                                         |                                                 | 20.516                    | 37,386                  |
| Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC)                     | NH-65-X002                                      | 20.513                    | 47,225                  |
| Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, MWVEC)                   |                                                 | 20.513                    | 29,258                  |
| TOTAL U.S. DEPARTMENT OF TRANSPORTATION:                                                           |                                                 |                           | <u>407,666</u>          |
| <b><u>U.S. Department of Housing and Urban Development</u></b>                                     |                                                 |                           |                         |
| <i>Passed through New Hampshire Office of Family Services</i>                                      |                                                 |                           |                         |
| Emergency Solutions Grant Program                                                                  |                                                 | 14.231                    | 32,512                  |
| Supportive Housing Program (HOIP)                                                                  |                                                 | 14.235                    | 130,188                 |
| <i>Passed through New Hampshire Health and Human Services then Southwestern Community Services</i> |                                                 |                           |                         |
| Emergency Solutions Grant Program (Rapid Re-Housing and Prevention)                                |                                                 | 14.231                    | 40,126                  |
| TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:                                            |                                                 |                           | <u>202,826</u>          |
| <b><u>U.S. Department of Labor</u></b>                                                             |                                                 |                           |                         |
| <i>Passed through New Hampshire Department of Labor</i>                                            |                                                 |                           |                         |
| WIA Adult Program                                                                                  | 2009-005                                        | 17.258                    | 64,919                  |
| WIA Dislocated Worker Formula Grants                                                               | 2009-005                                        | 17.278                    | 77,328                  |
| TOTAL U.S. DEPARTMENT OF LABOR:                                                                    |                                                 |                           | <u>142,247</u>          |
| <b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>                                                        |                                                 |                           | <u>\$ 11,342,002</u>    |

**NOTE A - BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2014. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON  
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2014, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 19, 2015.

**Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. 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: FS-2014-001, FS-2014-002, and FS-2014-003.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Tri-County Community Action Program 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.

*Leon McDannell : Roberts  
Professional Association*

North Conway, New Hampshire  
January 19, 2015

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE  
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133**

To the Board of Directors of  
Tri-County Community Action Program, Inc.  
Berlin, New Hampshire

**Report on Compliance for Each Major Federal Program**

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2014. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

***Auditors' Responsibility***

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

***Opinion on Each Major Federal Program***

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

## Report on Internal Control Over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

*Leone, McDonnell & Roberts  
Professional Association*

North Conway, New Hampshire  
January 19, 2015

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED JUNE 30, 2014

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. Three 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* and are included in the Findings – Financial Statement Audit below.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings which the auditor would be required to report under section 510(a) of OMB Circular A-133.
7. The programs tested as major programs included:
  - Low Income Home Energy Assistance – CFDA #93.568
  - Aging Cluster:
    - Special Programs for the Aging – Title III, Part B – CFDA #93.044
    - Special Programs for the Aging – Title III, Part C – CFDA #93.045
    - Nutrition Services Incentive Program – CFDA #93.053
  - Community Services Block Grant – CFDA #93.569
  - Head Start – CFDA #93.600
  - Temporary Assistance for Needy Families – CFDA #93.558
8. The threshold for distinguishing Type A and B programs was \$340,260.
9. Tri-County Community Action Program, Inc. was determined not to be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

FS-2014-001

**Condition:** The Organization records their monthly receivables based on the invoicing done by the Program Directors. The non-contract billings are recorded as miscellaneous receivables for the year-end balance. Management reviews subsequent cash receipts to capture any payments that may have been overlooked by a Program Director when completing their reports for year end.

**Criteria:** A system needs to be developed to ensure that all financial information, including the receivable balances and estimates for allowance for doubtful accounts, is captured and reported in the financial statements.

**Cause:** Procedures have not been fully designed and implemented over the accounts receivable in order to safeguard the assets.

**Effect:** Although we did not encounter receivables that were not properly recorded, there is the risk that the miscellaneous receivables balance would be misstated.

**Recommendation:** The Organization should design and implement policies and procedures for the recording, reporting and collection of all receivables.

**Management Response:** Management agrees with this finding. Due to the structure of the Organization, billing needs to be initiated by the program departments after reviewing their monthly results from their records and the Organization's accounting system. The Finance Department reviews the revenue and expense reports to review for flags (such as budget variances) that indicate possible unbilled items due to an unexpected revenue and expense imbalance. Monthly inquiries are made of Department Directors to ask about potential unbilled items. Written procedures will be created for Directors and/or their designees to follow to help prevent missed billings, receivable adjustments, and/or the accrual of as yet unbilled but earned receivables.

#### FS-2014-002

**Condition:** The Organization failed to comply with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted.

**Criteria:** The Organization needs to have a process in place to identify restrictions on grants and donations, as well as monies received from Federal funds.

**Cause:** The predecessor auditor provided guidance to management on how to record the net assets.

**Effect:** The Organization required assistance and guidance on how to calculate the amount of Federal funds included in temporarily restricted net assets, resulting in a prior period adjustment.

**Recommendation:** The Organization needs to develop a policy to properly record the donations and grants to the appropriate net asset classification.

**Management Response:** Management agrees with this finding. The predecessor auditor and former fiscal management had discussions related to the treatment of the net asset section. The Organization decided to seek and utilize the guidance of the predecessor auditor. Before this finding current management was reviewing and questioning the prior recommended net asset classifications. After review of documentation and consulting with the current auditors, the current management concurs that net assets need to be classified differently and that specific written instructions are required to insure proper classification in the future. Subsequent to June 30, 2014, management analyzed the net asset balances and posted adjustments to properly classify net assets by restriction at June 30 2014.

#### FS-2014-003

**Condition:** The Organization failed to design and implement procedures to control and monitor the use of a certain bank account and the proper recording of another account.

**Criteria:** Controls over the bank accounts must be designed and implemented to prevent, or detect and correct, errors including misappropriations.

**Cause:** A lack of internal control procedures over the Organization's bank accounts, noted above, and the reconciliation of those accounts.



**Effect:** One bank account was not properly recorded in the Organization's general ledger, resulting in an adjustment to the trial balance. Another bank account was reported on a cash basis, rather than an accrual basis, and had to be adjusted accordingly.

**Recommendation:** Management should further improve controls over the bank accounts in order to ensure that they are being reported properly.

**Management Response:** Management agrees with this finding. Although immaterial to the financial statements in this instance, Management agrees that all bank accounts need to be recorded and reconciled properly due to the responsibility related to the custody of these cash assets. The Organization has corrected the issue related to both referenced accounts above and is performing further research to ensure no other such accounts have been omitted.

#### **FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT**

None

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS**

**FOR THE YEAR ENDED JUNE 30, 2013**

*Financial Statement Audit*

FS-2013-01

**Condition:** Although some improvements have been made since the prior year audit, the financial reporting system continues to be inadequate in its ability to identify, capture, and record information. Procedures to prevent, or detect and correct material misstatements in the financial statements are not effective. Customary accounting procedures were not fully implemented and those procedures which did exist were not consistently done in a timely manner.

Audit fieldwork was scheduled to begin on September 30, 2013, three months after the fiscal year end. Although we held a pre-audit conference on June 13, 2013 and provided the Chief Financial Officer with specific requests for information, we did not receive an adjusted trial balance until September 26, 2013 which, when received, was labeled as "Draft".

When we arrived to perform audit procedures, the client was in still in the process of reconciling revenues and total expenditures to a worksheet used to prepare the draft Schedule of Expenditures of Federal Awards (SEFA). This process was required, because as noted in the prior year audit deficiencies letter, there were many inaccuracies in the posting of revenue throughout the year. Many adjustments were required before the financial reporting system accurately reported the total revenues by program. Therefore a final SEFA could not be prepared until January 2014. This also made it difficult for program managers to manage their programs since the revenue as reported to them during the year was incorrectly allocated by source.

The financial reporting system was closed on a monthly basis without ensuring all accounts payable invoices relating to the period were posted. Entries for internal expenses such as depreciation and occupancy costs were missing from several month end reports. These errors not only caused an issue for program managers during the fiscal year because financial information used to support reimbursement requests frequently changed when these adjustments were finally calculated and posted, but also caused determining final expenditures by program extremely difficult.

Additionally, although reconciliations of most balance sheet accounts had been prepared at year end, there had been little to no effort made to reconcile the annual amounts for payroll, depreciation, or occupancy costs to the trial balance. Our audit procedures found issues with the depreciation and occupancy costs as reported on the trial balance which were later corrected through adjusting entries.

It was also noted that on the Aging Cluster quarterly program service reports, that the amounts reported as expenditures of the program were incorrect because the departments are not receiving timely financial reports with correct financial information.

**Recommendation:** The Organization should continue its efforts to further enhance and refine the financial reporting system so that information can be obtained in a timely manner.

**Prior Year Management Response:** Management agrees with this finding.

The Organization did have difficulty with completing the preparation for the audit and closing out the year. The prior year audit was not finished until March 31st, and it appears that the new Chief Financial Officer and Senior Accountant, who started in May 2013 and June 2013 respectively, spent their time acclimating themselves as best they could.

The Organization was struggling to keep its doors open and much activity and effort was being placed on survival activities like cash management. Management expects that closing out the fiscal year and audit preparation will be much quicker in FY14 as the Organization's financial stability has improved significantly and less staff time and energy is diverted to survival efforts.

Management agrees with the finding that not all accounts payable expenses were being properly recorded by the end of the posting period. Because the Organization was so strapped for cash, it would close the monthly quickly, usually around the 5<sup>th</sup> of the month, so that it could send out billings. Some accounts payable invoicing was not being recorded in the monthly posting period, usually due to a lag in receiving invoices from vendors. The Organization would capture these payables in the next month.

Management sees this as a problematic process that frankly will probably continue until there is an adequate cash reserve. The Organization is currently working on improving cash reserves by selling off surplus real estate. The Lancaster property has already sold, an offer has been made on the Ashland property (contingent upon a vote at Town Meeting), and a proposal is being negotiated for the Northern Forest Heritage Park property. The School Street property in Berlin is actively on the market. As each property closes, a portion of the proceeds will move into a cash reserve account, so the Organization will be able to remedy this problem over time.

Starting late in fiscal 2013, and continuing to the present time, on the advice of a consultant, the Organization changed its methodology of posting depreciation, posting to the departments where the item is used, rather than to the whole agency. The posting is now done monthly, rather than annually, as previously done.

**Current Status:** We have found significant improvement over the Organization's ability to identify and record information, as well as the procedures to prevent, or detect and correct material misstatements. We have identified one item (FS-2014-002) that we would consider to be a significant deficiency that needs adjustment in order to produce financial statements.

#### FS-2013-02

**Condition:** Procedures for the recording of receivables are poorly designed and inadequate to ensure reporting in accordance with generally accepted accounting principles

In fiscal year 2013, the Organization began utilizing the accounts receivable module of the financial reporting system. This system was used for a portion of the year and was not used for all types of receivables. Programs with significant client activity such as the Dental Center, Restorative Justice, Alcohol and Other Drugs and Transportation track their receivables using a variety of systems which range from patient billing systems to excel worksheets. Because the fiscal department does not track receivables for these program areas, the finance department has no way to ensure that all receivables have been recorded, an allowance has been established for doubtful accounts, or that collection efforts are made to ensure payment is received.

**Recommendation:** The Organization should design and implement policies and procedures for the recording, reporting and collection of all receivables.

**Prior Year Management Response:** Management agrees with this finding.

In April, 2013 the Organization initiated the use of the "accounts receivable" module for contract receivables. Later that year, the Organization also began the process of recording receivables for non-contract billings, such as for Alcohol & Other Drugs and Dental receivables. This is a new process for the Organization, but staff seems to be taking it very seriously. Staff in the finance department now have a method to remind program directors when non-contract receivable information is due. This has been a work in progress, but management believes the information is much more accurate now.

Receivables for the Alcohol & Other Drugs and Dental programs require more intensive attention. The Chief Financial Officer is working with the leadership of those two programs, both to collect what is collectable from old accounts, and to put procedures in place to better assure payments in the future. It is likely that there will always be some accounts from both of these programs that will remain uncollectable, due to the population the Organization serves: low-income, transient, jail-bound in some cases. But we need to follow best practices to ensure as much as possible is collected at the point of service, and to stay in touch with clients after they have left.

**Current Status:** The Organization records their monthly receivables based on invoicing done by the Program Directors. The non-contract billings are recorded as miscellaneous receivables for the year-end balance. Management reviews subsequent cash receipts to capture any payments that may have been overlooked by a Program Director when completing their reports for year end. If there was a delay in payment to the Organization, there is the risk that the miscellaneous receivables would be misstated. During our testing in the current year, we noted the Organization had properly captured the appropriate receivables balance (FS-2014-001).

#### FS-2013-03

**Condition:** Although the Organization states in its accounting policies that it complies with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted, it appears that finance department personnel did not fully understand the requirements related to each classification.

This was evidenced by the Chief Financial Officer closing all temporarily restricted net asset accounts from fiscal year 2012 into one summary account, thereby losing the detail of which grant had remaining temporarily restricted funds to be expended.

It was further evidenced by the entries related to the sale of vehicles by the transportation program, the proceeds of which have to be used to reacquire new vehicles. This amount was recorded as sales revenue and not identified as temporarily restricted proceeds until questioned by the auditor.

Furthermore, the Organization lacks a process to identify the amount of temporarily restricted net assets at year end because they are unable to correctly adjust the financial reporting system to report the total expenditures by program, do not have a mechanism in place to calculate the restricted revenues in excess of expenditures once correctly adjusted, and do not appear to be working toward developing a methodology to correct this deficiency.

**Recommendation:** The Organization should develop a policy regarding the acceptance of donations and other grants. This should be completed in conjunction with consideration of a risk management policy. The Organization should create a standard form which should include an identification of any restrictions imposed by the donors on the award since many private donors fail to stipulate this in their own documentation. The finance department employees, as well as other program staff, should be educated on the proper classification of net assets. The accounting system or other mechanism should be utilized to track revenues which are unexpended at the fiscal year end. If the donation is restricted as to the allowable time frame for expenditure, then the donation should be returned to the donor. If there is no time restriction then they should record these assets as temporarily restricted in the financial statements. These funds should be made available in the subsequent year for continuation of the donated purpose.

**Prior Year Management Response:** Management agrees with this finding.

There is a policy regarding the acceptance of donations and other grants, but it appears to be outdated, and does not include a standard form which would document the donor's restrictions as to the use of funds. Management will work with the finance department to ensure that the policy is updated and such a form is created. Moreover, the finance department will be directed to create a simple, less cumbersome system to track expended and unexpended grant and donation revenues, and record them accurately in the financial statements.

**Current Status:** We noted that there were some items within temporarily restricted net assets that related to programs and should be transferred to unrestricted, resulting in a prior period adjustment (FS-2014-002).

#### FS-2013-04

**Condition:** Procedures to allocate shared occupancy costs to the benefiting programs were inadequate and failed to allocate the costs accurately. Furthermore, reconciliation procedures that would have identified the errors were not performed.

**Recommendation:** Procedures to identify, allocate and reconcile occupancy costs to the benefiting programs should be refined to ensure that all costs are captured, properly allocated and posted to the financial reporting system.

**Prior Year Management Response:** Management agrees with this finding.

FY 2013 was the first year that the Organization moved to capture occupancy costs and assign them to benefiting programs, rather than to the agency as a whole. Naturally, with so many properties, and so many programs, there have been some errors in implementing this process. But it does seem to capture true programs costs much better than the previous method. Management's position is that the agency needs to get this right, so there is a process for cost allocation that can be used in future years.

Management plans to review occupancy costs regularly, to ensure that they are captured. Finance department now reconciles occupancy costs quarterly for accuracy, and this practice will continue.

**Current Status:** During our testing, we noted that the costs were allocated properly and that reconciliation procedures were performed.

#### FS-2013-05

**Condition:** The listing of property and equipment as originally received from the Organization did not include \$661,615 of assets which were included in the total assets per the trial balance. Further inquiry revealed that the Chief Financial Officer had removed the assets from the listing because they were fully depreciated and planned to post a journal entry to remove the asset balance and related depreciation from the accounts. However, no procedures were performed to identify if the assets were still in existence and still being used by the Organization.

**Recommendation:** Design and implement a policy for property and equipment which includes the requirement to periodically take a physical inventory of assets currently in use and to update the fixed asset as needed for additions and disposals.

**Prior Year Management Response:** Management agrees with this finding.

In the new Accounting Policy and Procedure Manual, there is a process for property and equipment that allows the Organization to dispose of or write off fully depreciated assets.

During FY 2014, the Chief Operating Officer assigned an employee to list all property and equipment in existence, and there is a draft that needs to be reviewed, so there is a listing of all the Organization's assets in one place. This list will be reviewed at least annually in the future.

**Current Status:** The assets mentioned were added back to the schedule and the full listing was reviewed by management. Those assets that were no longer in existence, or in service, were removed from the listing and the accounts were reconciled to the trial balance.

#### FS-2013-06

**Condition:** The Organization failed to design and implement procedures to control and monitor the use of the organizations bank accounts.

A test of the controls over the bank reconciliation process identified missing reconciliations for July 2013 for nine bank accounts used for the senior meal site locations, senior wheels program and the Head Start policy council. These bank accounts are reconciled at the individual site/program locations and a copy of the reconciliation is to be sent to the fiscal department for review. The July reconciliations had not been received by the fiscal department as of September 30, 2013, the first date of audit fieldwork. Although the reconciliation had been identified as missing by the Accounting Manager, the Chief Financial Officer had not requested or obtained the missing items. The balances in the account were immaterial however; failure to monitor and enforce controls may create opportunities for fraud or errors to go undetected.

Confirmations of account balances with banking institutions revealed two accounts with the Woodsville Guaranty Savings Bank which were not listed in the financial reporting system and appeared to have been overlooked. The accounts balances were immaterial however, the accounts should be closed if no longer being used. Bank accounts which are not monitored and reconciled may create opportunities for fraudulent activity.

Examination of the operating bank account reconciliation revealed an unusual adjustment related to the line of credit. The operating account is tied to a line of credit which is automatically drawn upon when checks presented for payment exceed the available bank balance. At fiscal year end, the organization had \$96,818 in outstanding checks against a bank balance of \$5,832. The checks had not been presented for payment and therefore the line of credit had not been accessed to cover the overdraft, however, the Organization recorded a reconciliation adjustment to increase cash by the amount of available credit on the line of credit. As a result, the bank balance and the line of credit balance were overstated by the available credit line of \$122,648.

**Recommendation:** Because of the liquid nature of cash, preventative controls should be the first area of focus because controls often identify the error too late to prevent the loss of resources. Management should further refine controls over the bank accounts to strengthen the internal control system.

**Prior Year Management Response:** Management agrees with this finding.

The need for better controls of cash and bank accounts is a priority for the Organization's management. In FY 2014, the Organization closed several smaller, problematic accounts, where getting programs managers to reconcile was a challenge.

The finance department will now reconcile all bank accounts monthly, before the month is closed. The Organization management commits to ensuring that unusual practice, such as writing checks that exceed the available cash, will not take place.

**Current Status:** There were bank reconciliations prepared monthly for all bank accounts and amounts agreed to the trial balance; however, we did note that the Head Start Policy Council bank account was not properly recorded on the trial balance of the Organization and the Guardianship account was being reported on a cash basis, rather than accrual basis, creating two adjusting entries (FS-2014-003).

FS-2013-07

**Condition:** Although the client is preparing a worksheet to reconcile the payroll reports from the payroll module of the accounting system to the quarterly 941 reports, the reconciliation process did not include a reconciliation to the totals per the general ledger accounts. Reconciling to the general ledger is an important control which helps to identify miss-postings which may otherwise go unnoticed due to the large dollar amount and transaction volume processed through the payroll general ledger accounts. This control is especially important at the Organization because the accounting system includes an additional step of posting to a summary account and then allocating the costs to the individual program general ledger accounts. Assuming that the amount posted to the summary account equals the amount posted to the individual program general ledger accounts without verification could create an opportunity for errors or fraud to be undetected.

**Recommendation:** Management should implement procedures to include a quarterly reconciliation of the payroll information to the general ledger accounts.

**Prior Year Management Response:** Management agrees with this finding.

The Organization now has a process for reconciliation of payroll at every payroll period. This reconciliation is conducted by the Organization's senior accountant, and his work is overseen by the Chief Financial Officer. Payroll is now being reconciled down to the individual program general account level through the year-to-date time sheet charges, by the activity report in our accounting system.

**Current Status:** During our testing, we noted that the payroll accounts were properly reconciled to the 941 returns with no exceptions.

FS-2013-08

**Condition:** A general journal entry was posted to record the liability for credit card transactions which were included on a statement which spanned the fiscal year end. The entry correctly recorded the liability, however the expenses were posted to a summary account which was included in miscellaneous expenses rather than posting each expense to the appropriate expense account. As a result, although the liability is correctly recorded, the expense is not reported by natural classification or by function. Additionally, the expense will not be included in expenses which were eligible for grant reimbursement.

**Recommendation:** Procedures should be implemented to ensure that all expenses are posted to the correct general ledger account including those posted through general journal entries.

**Prior Year Management Response:** Management agrees with this finding.

During FY 2014, the Organization created a new credit card policy designed to provide better internal controls, and direct expenses to the programs where they belong. Beginning in FY 2014, the Finance department is recording all outstanding payables down to the grant award level. This should ensure more accurate accounting of expenses, and also allow the Organization to capture all allowable federal and state reimbursements.

**Current Status:** During our testing, we noted that the credit card transactions were appropriately recorded to the proper expense accounts and by function.

FS-2013-09

**Condition:** Procedures over the control of the weatherization/better buildings materials inventory are inadequate.

The Organization purchases inventory in bulk for use by all of the weatherization programs. The materials used by the Better Buildings program are recorded on a worksheet and an entry should be posted at year end to transfer the expense related to the program from a general expense account to a Better Buildings program specific account. The Organization failed to post this entry which caused the Better Building program costs to be understated by approximately \$39,300.

Additionally, the finance department makes one entry at the end of the fiscal year to adjust the balance in the inventory account to agree to the value calculated from a physical count. However, no procedure exists to track and record the value of the items removed from inventory to ensure that all inventory has been accounted for and used for the weatherization programs.

**Recommendation:** The Organization should develop a system which would allow the tracking of items removed from inventory so that the expense can be properly recorded. In this manner, the ending inventory should require minimal adjustment at year end, costs can be properly allocated by program, and any errors or misappropriations can be detected.

**Prior Year Management Response:** Management agrees with this finding.

Prior to FY 2014 there does not seem to have been an adequate system for internal control of the Weatherization materials inventory. Since that time, there has been a change in leadership in the program, and new procedures for tracking inventory.

Currently, as items are removed from inventory and used to weatherize homes, the Weatherization Director tracks each job's actual use of materials, as well as labor and other expenses. The process of tracking expenses and revenues is overseen by the EHCCO Division Director and reported regularly to the Finance department. The CFO reviews these inventory uses, revenues and expenses, and makes value adjustments in the balance sheet quarterly. The Organization now conducts a physical count of materials each quarter, and captures these in journal entries. Finance department has also created a written policy and procedure regarding procurement and inventory management.

**Current Status:** During our testing we found that updated controls were in place over the inventory and that the inventory was being reconciled. The Organization has improved their internal controls over the last fiscal year and is still in the process of making updates to improve their procedures. We noted during our testing of internal controls that there were missing signatures of approval and signs-offs on routing sheets; however, these appear to be isolated incidents.

FS-2013-10

**Condition:** Management failed to design and implement a procedure to ensure that the drawdown of federal funds was only for immediate needs and that reimbursement was requested only after the costs had been incurred.

Advanced funding of \$533,667 for program costs for the fuel assistance program funded through federal CFDA 93.568 was received on 10/31/12. Expenditures for the grant period had not been incurred however the funds were spent on organizational operating expenses.

**Recommendation:** The Organization should continue in its efforts to design and implement procedures to ensure that funds advanced by an awarding agency are expended as closely as possible to receipt of the advance.



**Prior Year Management Response:** Management agrees with this finding.

This particular finding is vital for the Organization's future program integrity. The Organization MUST comply with cash management requirements regarding the drawdown of an awarding agency's funds. Management believes that the spirit of the Auditor's recommendation has been followed in FY 2014. For example, the Organization began a procedure of drawdowns with Head Start and RSVP that guaranteed that funds were not requested until payroll and accounts payable were completed and only represented costs to date. Other major federal accounts such as CSBG were drawn only on a 1/12<sup>th</sup> basis, and FAP monies were segregated into a separate restricted account which prohibited movement of funds without dual signatories from Senior Management.

However, Management commits to taking the additional step of creating a policy and procedure that contains language specifically referencing how monies advanced by an awarding agency are to be treated.

**Current Status:** Corrected.

*Single Audit*

SA-2013-01

**Condition:** Our audit of the controls over the Better Buildings Program revealed that the Organization failed to comply with Davis-Bacon Act wage requirements.

The current year issue was identified and reported by NH Community Development Finance Authority during a monitoring visit in July 2013 and related to the June 2013 payroll. Additionally, we identified issues with the May 2013. Both of these errors were after the fiscal 2012 deficiency letter was issued which identified a similar finding related to the Weatherization Program.

Additionally per the Better Buildings grant document, certified payrolls were to be sent to the NH Office of Energy and Planning within 7 days of payroll processing. The Organization did not comply with this requirement.

**Recommendation:** The Organization should design and implement a system to comply with Davis Bacon Wage requirements.

**Prior Year Management Response:** Management commits to complying with Davis-Bacon Act wage requirements.

As of FY 2014, the Better Buildings program no longer exists. In future, when the Organization takes on projects that are subject to Davis-Bacon, Management will ensure that all requirements under the Act will be met. The Organization will seek the guidance of an employment attorney to ensure its practices are designed to be fully compliant.

**Current Status:** Corrected.

SA 2013-02

**Condition:** The listing of property and equipment did not include any information regarding the source of funds used to acquire or improve each asset. Some of the assets were purchased with federal funds in accordance with grant requirements. However, depreciation related to those assets would not be an allowable expenditure for grant reimbursement. The Organization did not have a procedure in place to identify assets purchased with federal funds and to ensure that the depreciation related to the assets was charged to the correct program for proper financial reporting, but not included in expenses submitted for reimbursement for grant compliance.

**Recommendation:** Procedures should be implemented which would include the identification of assets purchased with federal funds and a mechanism for tracking and posting the related depreciation expense.

**Prior Year Management Response:** Management agrees with this finding.

In FY 2014, the Finance department created a "Federal, un-reimbursable" code in its accounting software, to keep track of non-allowable depreciation expenses.

Starting with a reminder to Program Directors in March, 2014, Management will take the additional step of making sure Program Directors and Finance staff are all well-versed in the requirement to identify assets purchased with federal funds.

**Current Status:** Corrected.

SA 2013-03

**Condition:** Procedures have not been designed or implemented to allocate expenses to grants with periods which differ from the Organization's fiscal year.

The Head Start grant year includes the period of February 1 to January 31 of each year. Because the Organization did not post depreciation on a monthly basis until March of 2013, no depreciation was posted to the grant year which ended on January 31, 2013. However, 12 months of depreciation was posted to the grant year ending January 31, 2014 although only 5 months of depreciation was attributable to this time frame.

Similarly, in-kind occupancy costs were not allocated to the correct grant year. No in-kind occupancy costs were charged to the grant year which ended on January 31, 2013. Instead all in-kind occupancy costs were charged to the grant year ended January 31, 2014.

**Recommendation:** Posting expenses on a monthly basis will help to alleviate issues related to differing grant periods. However, careful review of financial information by an individual independent of the preparation will help to identify errors with calculations and application of allocation methods.

**Prior Year Management Response:** Management agrees with this finding.

It appears that when the Organization began posting expenses on a monthly basis, this was a step in the right direction. But it also appears that initially, a careful review of the information reported was not done.

Management appreciates the Auditor's suggestion that the Organization should not only post expenses on a monthly basis, but also provide a careful review by someone not involved in the preparation, as a check against errors. The current process is that the Senior Accountant prepares the journal entries for grant accounts monthly, and these entries are reviewed and approved by the Chief Financial Officer monthly.

**Current Status:** Corrected.

SA 2013-04

**Condition:** Controls over the accumulation of allowable costs and related reimbursement requests for the Better Buildings program were inadequate.

Testing of reimbursement requests for 3 out of 10 requests submitted during the fiscal year identified 2 out of the 3 requests selected could not be reconciled to the financial reporting system. In both cases, the administrative costs did not agree to the financial reports. Additionally, in one case the program costs did not agree to the financial reports. Of the 3 requests tested, 2 requests were not approved by the appropriate personnel.

Because the grant remained open after the current fiscal year end, the Organization had an opportunity to research and correct the issue prior to the grant close out.

**Recommendation:** Procedures must be designed and implemented which provide for the accumulation of information which will allow for an accurate reimbursement request, supported by verifiable data to be prepared.

**Prior Year Management Response:** Management agrees with this finding.

The new Weatherization Director has begun a reconciling process using accounting software to put together reimbursements. He also obtains signatures of senior staff, who review his work prior to transmission of billing. This practice was begun October 2013 and continues today.

**Current Status:** Corrected.

SA 2013-05

**Condition:** In testing expenditures for the Head Start program, we noted numerous reimbursement requests which lacked the employee's signature and the approval of the supervisor.

**Recommendation:** We recommend that procedures be implemented which would require proper approval of all invoices, including expense reimbursements prior to payment.

**Prior Year Management Response:** Management agrees with this finding.

In FY 14 a process was created where any employee requesting reimbursement is required to prepare and sign the employee reimbursement form. A supervisor is required to review and approve the reimbursement, and the Payroll Accountant is required to review the reimbursement and make sure it was free of error, charged to the correct expense and element codes, accompanied by adequate backup documents and appropriately approved. The Payroll Accountant then requests the Chief Financial Officer signature on the document before release of payment.

**Current Status:** Corrected.

SA 2013-06

**Condition:** In testing reporting required for the Aging cluster, we noted that the reports for the quarter ended June 2013 were filed late for both the transportation program as well as the senior meals program. Additionally we noted that the number of trips reported on the March quarterly report for transportation reported 64 fewer trips than were actually reimbursed. Further inquiry with the Program Director revealed that the trips were properly reimbursed but were mistakenly left off the quarterly report.

It was also noted that on the Aging cluster quarterly program service reports, the amounts reported as expenditures of the program were incorrect.

**Recommendation:** We recommend that procedures be implemented which would require a reconciliation of supporting data to the quarterly reports. We also recommend that a schedule be developed to ensure timely filing of reports.

**Prior Year Management Response:** Management agrees with this finding.

In FY14 a process will be developed to ensure the timely filing of accurate reports.

**Current Status:** Corrected.

# **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](mailto:admin@tccap.org)

Chief Executive Officer: Michael W. Coughlin

## **BOARD OF DIRECTORS FY2015**

### **COOS COUNTY**

#### **Board Chair**

Sandy Alonzo  
Teacher

#### **Treasurer**

Cathy Conway  
Vice President- Economic  
Development - NCIC

#### **Secretary**

Gary Coulombe  
Firefighter

Andrew Lefebvre  
Teacher

### **CARROLL COUNTY**

Anne Barber  
Attorney

Michael Dewar  
Business Owner

#### **Vice Chair**

Dino Scala  
Business Owner

Karolina Brzozowska  
Rehab Specialist

### **GRAFTON COUNTY**

Nancy Kitchen  
Animal Trainer-  
Squam Lakes Science Center

---

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

# MICHAEL W. COUGHLIN, M.S.

---

## Chief Executive – Nonprofit Sector

Complex, Multi-Site Operations ❖ Revenue & Margin Growth  
Strategic Partnerships  
Community & Public Engagement

*Motivating and results driven; recognized for:*

- |                                               |                                      |
|-----------------------------------------------|--------------------------------------|
| ✓ Strategic planning and financial management | ✓ Entrepreneurial spirit             |
| ✓ Mentoring & developing inspired leaders     | ✓ Assuring highest quality standards |
| ✓ Innovation, marketing and branding          | ✓ Passionate advocacy for mission    |

## EDUCATION

**Master of Science, Social Work** - Columbia University, New York, New York  
**Bachelor of Arts** - Quinnipiac University, Hamden, Connecticut

## PROFESSIONAL EXPERIENCE

REHABILITATIVE RESOURCES, INC.

2012 - 2013

One of the larger agencies providing services to people with developmental disabilities in Massachusetts. Serving hundreds of clients in 44 residential facilities, employment supports and day habilitation programs all over the state. \$25 million in annual revenue and over 600 full and part-time staff.

- **CEO**

Recruited to this position at an agency in need of change, in a time of distress. Followed a 31-year CEO, and reporting to a Board of Directors that expects transformation. Re-configured the senior leadership team, designed a five-year strategic planning process, and began agency-wide healing and cultural re-invigoration.

- **Organizational Development:** Leveraged the agency's considerable reputational and financial assets into distinct advantages in preparing for its 5-year strategic plan.
  - Met nearly every employee directly, either through individual team meeting visits, or through three regional town hall-style events, the first time this has happened.
  - Launched company-wide strategic planning process, involving stakeholders at every level and region of the organization.
- **Executive Development:** Reorganized senior management team into a streamlined, truly decision-making group. Set the conditions and expectations to become a high performing team. Secured executive coaching for leaders where necessary.
- **Community and Market Development:** Met with all major funders to understand their perceptions of the company, and to re-set a new focus on customer service excellence. Performed evaluations of the competitive environment, and began to build strategic coalitions with potential partners for new business.

ARIZONA'S CHILDREN ASSOCIATION

2011 to 2012

Arizona's oldest multi-service nonprofit, located in every county in the state, serving over 45,000 children and families every year in over 20 different programs, including behavioral health, substance abuse, foster care. \$40 million in annual revenue and nearly 750 full and part-time staff.

➤ **CEO**

Recruited to this position as successor to a 20-year CEO. Executed a financial turnaround: moving a projected \$750,000 deficit to break-even status within five months.

- **Organizational Development:** Stabilized financials and worked with Board and staff to create an aggressive five-year plan for growth:
  - Engaged program leaders, Finance team and fundraising to overcome previous year's losses and improve performance in turning around current year financials.
  - Re-organized senior program leaders from regional structure to lines of business, resulting in much better program consistency and communication with staff.
- **Executive Development:** Empowered Executive team to make decisions without micro-managing. Created an environment where creativity and execution exist side by side.
- **Community Relations:** Reached out to community leaders, funders, donors, competitors and potential partners. Made sure to be accessible, to offer our agency's support.

GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND

2007 to 2010

Serving Maine, New Hampshire and Vermont, with \$60 million in annual revenue. Employing 1400 people and serving over 20,000 individuals per year with services including developmental disability, brain injury and behavioral health. 25 stores and 30 program locations in three states.

➤ **CEO**

Recruited to this position to create and execute a new strategic plan. Increased annual revenue by \$20 million in three years to \$60 million. Doubled the number of clients served during the same period. Greatly improved employee and community relations.

- **Organizational Development:** Created Goodwill's strategic plan for Board approval, carried out its plans and achieved exceptional results:
  - Grew state and federal revenue by \$10 million per year through increases in grants, fees and philanthropy.
  - Maximized growth of retail business, earning \$10 million in new profitable revenue annually within three years.
  - Initiated and implemented two acquisitions of other nonprofits.
  - Increased agency margins each year, exceeding \$1.9 million in F.Y. 2010.
  - Championed new initiatives in quality improvement, employee relations and safety.
- **Executive Development:** Stabilized and grew a strong executive team, breaking down silos to achieve trust and true team performance. Created learning opportunities and career development for staff at all levels.
- **Community and Government Relations:** Increased Goodwill's profile through improved marketing, branding and partnerships with other organizations. Built strong relations with Departments of Health and Human Services, Attorney General's Office and Congressional delegations. Greatly expanded engagement with volunteers.

GENESIS BEHAVIORAL HEALTH, Laconia, New Hampshire 2002 to 2007  
*One of ten community mental health programs licensed by the Division of Behavioral Health in New Hampshire. \$8 million organization provides comprehensive mental health care.*

➤ **Executive Director**

Recruited to this organization to assume management responsibility and implement an aggressive turnaround. Guided management team to drive growth and service quality. Grew revenue by 35%, generating over \$1 million in new margins, in a time of shrinking state funds.

- **Organizational Development:** Directed organizational analysis, strategic planning and company-wide initiatives. Returned organization and balance sheet to fiscal health.
- **Executive Development:** Led a successful management restructuring, stabilizing the executive team. Helped Board of Directors become a stronger, more cohesive group.
- **Community & Government Relations:** Built a bridge to community and government through marketing and education events as well as personal contacts.

WARREN SHEPELL CONSULTANTS, Toronto, Ontario 2000 to 2001  
*One of Canada's leading behavioral health firms, supporting 1500+ client organizations and generating \$35 million annually. Ranked one of "50 best managed private companies in Canada" by Arthur Andersen and Financial Post.*

➤ **Vice President, Operations**

Managed nation-wide counseling operations provided by mental health professionals and para-professionals. Managed a \$19 million budget.

- **Staffing:** Led a national network of over 1100 Doctorate and Master's level professionals, providing service to over 70,000 clients per year
- **Service / Network Management & Expansion:** Directed the management of 28 offices coast to coast, to support new contracts. Played key role in 18% one-year revenue growth and 20% profit margins.
- **Business Development & PR:** Participated in sales efforts, resulting in winning key accounts. Represented company as a media spokesperson.

CHC- WORKING WELL, Mississauga, Ontario 1989 to 2000  
*One of Canada's largest behavioral health providers. Contracts with 1200+ client organizations, generating \$30 million annually.*

- **Vice President, Research & Development** - 1998 to 2000
- **National Director, Client Services** - 1995 to 1998
- **Regional Manager, Client Services** - 1993 to 1995
- **Area Manager, Client Services** - 1991 to 1993
- **Employee Assistance Counselor** - 1989 to 1991

Extensive Board service involvement

**SUMMARY/OBJECTIVE**

☐ Professional with excellent managerial, analytical, financial and teamwork skills. ☐ Able to take the lead or supporting role on crucial projects. ☐ Accustomed to tight, rapid deadlines and innovative, proactive and reactive work environments. ☐ Can adjust to varied software systems and research situations rapidly, and able to teach a team to do so. ☐ Seek professional managerial/analytical operations position within driving distance of North Conway, New Hampshire.

**SKILLS/ABILITIES**

☐ Certified Management Accountant (CMA).  
☐ Goal oriented manager with ability to manage assigned budget.  
☐ Ability to supervise and manage staff to set and achieve directed goals.  
☐ Comfortable working with all levels of staff and management.  
☐ Ability to implement, manage and direct crucial programs – financial and operational.  
☐ Excellent analytical abilities - including capital budgeting, cost/benefit analysis, and benchmarking analysis.  
☐ Detailed exposure to mergers and acquisitions. ☐ Can coordinate purchasing and Requisition for Proposals.  
☐ Manufacturing (cost accounting), construction, governmental and service industry exposure.  
☐ Knowledge of internal and external corporate and governmental reporting needs.  
☐ Worked on and led various projects which saved employers sizable tax and operating expense dollars.  
☐ Can construct complete accounting/reporting system. ☐ Can implement controls related to accounting and systems.  
☐ Excellent with mainframe and PC based software packages including Excel, PowerPoint, and Access.

**WORK EXPERIENCE**

**Town of Falmouth**

**Falmouth, Maine**

**Director of Finance**

**August 2011 –Present**

- ☐ Responsible for financial operations and reporting related to the \$11 million budget for the Town – population 11,165. A vibrant coastal town in Maine, in 2011 Falmouth was among the “Top Cities to Live and Learn” in the United States, according to the second-annual national ranking released by Forbes Magazine.
- ☐ Finance area includes, but is not limited to payroll, budgeting, accounting, purchasing, investments and financial analysis/forecasting. ☐ Report directly to Town Manager. ☐ On the Senior Management Team.
- ☐ Responsible for and prepared the Town CAFR (Comprehensive Annual Financial Report). Have received the Government Finance Officers Award for Excellence in Financial Reporting for fiscal year 2011 and 2012. Presently will outsource part of this to free up more time for strategic planning/special projects.
- ☐ Responsible for financial presentation to Standard and Poor’s – Credit rating raised from AA+ to AAA.
- ☐ Decentralized/reassigned clerical finance duties such as property tax bill creation, payroll and invoice entry out to entitywide clerical workers. Finance, through a bookkeeper and accountant, now supervises/coordinates such duties.
- ☐ Decentralized budgeting and purchasing duties entitywide - creating more accountability for the departments. Finance and Administration now supervises/coordinates such duties.
- ☐ Restructured the Finance department and positions within it. Prior staff duties of the Finance Director, such as bank reconciliations and high level monthly financial reports have been moved to staff in order to allow the Finance Director to manage. Replaced the Budget & Purchasing Director with a Staff Accountant.
- ☐ Created a reporting system that allows departments to run their own financial reports and at any time.
- ☐ Created five year forecasting model. ☐ Performed Requests for Proposal that led to new banking partner.
- ☐ Manage financial staff and all their duties. ☐ Responsible for government financial reports.
- ☐ Responsible for staff that coordinates the MUNIS system. Major version upgrade occurred at the time of my arrival.
- ☐ Finance Department budget is \$250K. ☐ Responsible for the accounts payable for the combined City/School budget of \$42 million. ☐ Responsible for investments of \$30 million.

**City of Waterville**

**Waterville, Maine**

**Director of Finance/Treasurer**

**October 2006 – August 2011**

- ☐ Responsible for financial operations and reporting related to the \$16 million budget for the City – population 15,600 - a service center that expands to roughly 40,000 during the work day. Finance area includes, but is not limited to tax and fee collections, payroll, budgeting, accounting and financial analysis/forecasting, lien procedures and investments.
- ☐ Report directly to City Manager. ☐ On the Senior Management Team.
- ☐ Responsible for and prepare the City CAFR (Comprehensive Annual Financial Report).
- ☐ Manage financial staff and all their duties. ☐ Responsible for government financial reports.
- ☐ Responsible for financial presentation to Standard and Poor’s – Credit rating raised from A- to A+.
- ☐ Responsible for staff that coordinates the MUNIS system. Modules include but are not limited to G/L, payroll, fixed assets, billing, and accounts payable. System implementation began at the time of my arrival.
- ☐ Finance Department budget is \$450K. ☐ Interact with all levels of City government.
- ☐ Responsible for the accounts payable and payroll for the combined City/School budget of \$36 million.



**State of Maine, Department of Health and Human Services (DHHS), Augusta, Maine Nov 2003 - Oct 2006****Director of Finance for the Office of Medical Services (Medicaid)****Aug 2005 - Oct 2006****Director of Finance & Reimbursement for Bureau of Medical Services (Medicaid)****Nov 2003 - Jul 2005**

- ☐ Responsible for financial operations, strategies and tactics for the over \$2.3 billion budget for the MaineCare (Medicaid) and related Medicare budget. This consisted of approximately 25% to 30% of the State of Maine's budget and insures over 20% of the State of Maine's population.
- ☐ Duties became more sophisticated financial analysis, forecasting and reporting oriented as two separate units related to reimbursement were elevated to their own Division status with their own full Directorships.
- ☐ Reported directly to Deputy Commissioner of Finance for DHHS. On the Senior Management Team (SMT) of the Office/Bureau. Interacted with all levels of State government including the Governor's Office for Health Planning.
- ☐ Consistently managed and balanced sensitive political implications with financial issues.
- ☐ Dealt with numerous providers on their fiscal issues and requests for informal reviews of reimbursement.
- ☐ Bureau contained about 240 employees. Approximately 100 reported to the Director of Finance and Reimbursement position. These included financial staff responsible for ORACLE financials.
- ☐ Responsible for budget, financial analysis, rate setting, third party liability, data capture & control and AR/AP cash unit.
- ☐ Incorporated a monthly budget and detailed budgeting/forecasting model for MaineCare. Refined a cash flow model to insure sufficient State and Federal funds are available.
- ☐ The Certificate of Need Unit (CON) for hospitals was under this Division until combined with other CON areas.
- ☐ Executive Committee member on the new Maine Claims Management System (MECMS). This was a \$25MM to \$30MM system that became the claims processing system for MaineCare.
- ☐ Developed and maintained an interim payment system that supplemented the payments for MECMS.
- ☐ Reviewed policies and regulations for the Bureau to ensure financial issues are in compliance.

**M&H Logging and Construction****Rangeley, Maine****Controller****September 2001 - November 2003**

- ☐ Responsible for the financials, human resources, and office operations (including information technology) for a construction business and its related entities including a logging corporation and a land enterprise. Company grew from 30 to 70 employees.
- ☐ Initiated working capital updates and monthly closings. Included percentage-of-completion analyses.
- ☐ Managed two offices responsible for payroll, billing, accounts payable, job accounting and various other duties.
- ☐ Responsible for insurance audits and price proposal bids from insurance companies for all insurances.
- ☐ Coordinated worker's compensation cases. ☐ Managed land accounts.
- ☐ Prepared forms for sales taxes, unemployment taxes, W-2s, 1099s, fuel excise tax refunds, and other related forms.
- ☐ Kept W-9s and insurance certificates updated. A project to update these saved the companies tens of thousands of dollars in insurance fees. ☐ Maintained system hardware and software integrity.
- ☐ Updated an in-house project tracking system and devising a method to reconcile it to the Peachtree Accounting System.

**Franklin Community Health Network****Farmington, Maine****Controller****October 1997 - September 2001**

- ☐ Reported directly to CFO for this rural health network that had about \$63 million in revenues.
- ☐ Involved in coordination of Certificate of Need to expand hospital facilities. Expansion was about \$12.5 million.
- ☐ Vastly improved analysis and reporting tools used by the Finance Department and the Network.
- ☐ Involved with various special projects, many that involve heavy legal contact - one, providing Charity Care for the indigent, as the start-up and continuing project manager, the other, a community based health card, as a financial manager. Both were featured in the New England section of the Wall Street Journal. The former program received national attention in various large publications including the Chicago Tribune and Boston Globe. It was featured on the Today show as a revolutionary new program in health care.
- ☐ Presentations to all boards including parent, hospital, physician association and others.
- ☐ Analyzed and created budgets to obtain grants. ☐ Coordinated governmental grant audit.
- ☐ Created a consolidated network income statement, balance sheet, and self-standing statement of cash flows.
- ☐ Coordinated contracts with outside providers and strategic partners. One project, required support as a financial manager, involved a forward thinking managed care cardiovascular program saving thousands per patient on cardiac rehabilitation.
- ☐ Involved in various other strategic and tactical projects including purchases of buildings and medical practices.
- ☐ Involved in contract negotiation, including prices, and writing/formation of contracts. ☐ Created reports in MEDITECH.

**WORK EXPERIENCE (Continued)****Robert Boschen, Jr.****Aetna, Inc and Aetna Life and Casualty****September 1991- July 1997****Aetna, Inc. - Aetna/US Healthcare - Midwest Region****Chicago, Illinois****Director Planning and Budgeting****September 1996 - July 1997**

- ☐ Responsible for operating plans, membership reporting and budget for the Midwest region (one of six and the largest). \$52 million in operating expenses. \$1.4 billion revenue. \$375 million projected profit.
- ☐ Analyzed contribution margin, medical PMPM, and operating expenses on a monthly basis. Made recommendations to improve the results related to these measures.
- ☐ Built reports and data gathering methods from foundation up. ☐ Presentations to senior management.
- ☐ Corrected/prepared financials for startup HMO state filing. ☐ Managed special projects and financial planning staff.

**Aetna Life & Casualty Company - Pharmacy - Finance Department****Middletown, Connecticut****Director/CFO - Finance****February 1994 - September 1996**

- ☐ Complete responsibility for Finance Department. Reported to CEO. Cost center manager duties.
- ☐ Detailed exposure to mergers and acquisitions. ☐ Taught audit department to perform non-statistical sampling.
- ☐ \$825 million in revenue in 1996. Exceeded \$1.1 billion by 1997. Profits of \$4 million in 1993 expanded to \$32 million for 1996. ☐ Created 1996 to 1998 strategic plans.
- ☐ Converted billing method to be in line with industry standards. This improved our competitive marketing status.
- ☐ Responsible for financial reporting, controls, rebates, accounts payable, accounts receivable, pricing, policies and procedures, budgeting, accounting research, special projects, and other financial duties.
- ☐ Worked on projects to improve systems, automate reports, and increase data integrity. ☐ Coordinated major project to integrate Pharmacy data and systems into Aetna standard reporting systems.

**Aetna Life & Casualty Company - Information Technology****Hartford, Connecticut****Expense Management Consultant & Account Representative****September 1991 - February 1994****United Technologies - Otis Elevator International/Hamilton Standard****Connecticut****Senior Tax Specialist, Consolidations Accountant & G/L Systems Admin.****February 1988 - September 1991****Kaiser Permanente, Accountant - Medical Group****Hartford, Connecticut, Dec 1986 - Feb. 1988****KMG Main Hurdman, Tax Specialist****Stamford, Connecticut, March 1986 - Dec 1986****PROFESSIONAL ORGANIZATIONS & EDUCATION**

- ☐ Member of Institute of Management Accountants ☐ Member of Government Finance Officers Association
- ☐ Associate Member Maine Society of Certified Public Accountants
- ☐ The University of Connecticut, Storrs, Connecticut **Master of Business Administration**
- ☐ The University of Connecticut, Storrs, Connecticut **Bachelor of Science in Business Administration - Finance**

## PATRICIA A. STOLTE

---

### CAREER OBJECTIVE:

To continue to work in a challenging, professional position in the aging and disabilities network

### ADMINISTRATIVE:

Over twenty-five years experience in positions requiring administrative responsibility and problem solving abilities including; nonprofit agencies, marketing departments, & human service programs

- Knowledge of all aspects of operational, financial and day-to-day management of both non-profit and for profit businesses
- Responsible for managing resources, developing annual budgets, monitoring and managing budgets and overseeing contracts with DHHS.
- Facility and building management for several sites
- Human Resource experience writing policies/ procedures, job descriptions, orientation and training
- Supervising staff for three programs and directing four non-profit programs with 30 staff members
- Agency delegate for several state conferences, involved in coordination of all aspects of annual events, fundraising projects and marketing campaigns
- Grant writing, implementation and reporting
- Administrator for Adult Day Care program, lead staff & volunteer training and caregiver support groups

### FISCAL MANAGEMENT:

- Budget management of nonprofit programs and coordination with central fiscal department
- Responsible for funding proposals to state and local governments for annual contracts
- Fiscal management of annual grants from NH Charitable Trust and other foundations.
- Budget management of advertising campaigns from \$500k to \$6 million for businesses

### SKILLS:

- Strong background in community partnering with agencies and non-profit organizations
- Work collaboratively and innovatively with staff and colleagues
- Possess solid communication and organizational skills

### EDUCATION/TRAINING/PROFESSIONAL INVOLVEMENT:

State University of New York at Fredonia 1978-80, BA in Business and Mass Communication

Monroe Community College, Rochester, NY 1976-78, Associates Degree in Business Administration

Brighton High School, Rochester, NY 1972-1976

Member of State Coalition on Aging Services & Chair for Area Committee on Aging

National Alzheimer's disease and Dementia training

NH State Conference on Aging Workshop Committee Chairperson

NCOA/ASA National Conference attendee

Certified Information & Referral AIRs-Aging and Certified Medicare Counselor

### WORK HISTORY:

Tri-County Community Action, Berlin, NH - Director of Elder Programs for Coos County - August 2006 to present

ServiceLink Aging & Disabilities Resource Center Manager - August 2004 to 2006

Mountain View Grand Resort, Whitefield NH - Public Relations Director - January to August 2004

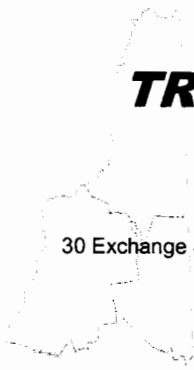
NH Main Street Program, Berlin NH - Executive Director - 1997 to January 2004

Zale Corporation/Karten's N.E., Dallas/New Bedford, MA - Marketing Manager - 1991 to 1997

Pierce-Cote Advertising Agency, Osterville, MA - Media Manager - 1989 to 1991

Shreve, Crump & Low, Boston - Advertising & Public Relations Director - 1984 to 1989

Wolfe Publishing, Pittsford NY - Advertising Sales Representative - 1981 to 1984



# **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: [www.tccap.org](http://www.tccap.org) • E-mail: [admin@tccap.org](mailto:admin@tccap.org)

Chief Executive Officer: Michael Coughlin

## **List of Key Administrative Personnel**

| As of: January, 2015    |                  |               | This Contract |        |
|-------------------------|------------------|---------------|---------------|--------|
| Title                   | Name             | Annual Salary | Percentage    | Amount |
| Chief Executive Officer | Michael Coughlin | \$140,000     | 0.00%         | 0      |
| Chief Financial Officer | Robert Boschen   | \$100,000     | 0.00%         | 0      |
|                         |                  |               |               |        |
|                         |                  |               |               |        |

---

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



State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Tri-County Community Action Program, Inc. Contract

This 1<sup>st</sup> Amendment to the ServiceLink Program contract (hereinafter referred to as "Amendment 1") dated this 5<sup>th</sup> 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,

2/10/14  
Date

State of New Hampshire  
Department of Health and Human Services

Name  
Title

[Signature]

Tri County Community Action Program, Inc.

2/7/2014  
Date

[Signature]  
NAME Michael Coughlin  
TITLE Chief Executive

Acknowledgement:

State of NH, County of Cös 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.





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                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Performance Measure 1:</b> Increasing LIS, MSP, and Medicare Part D enrollment:<br>Coos County: 181 individuals enrolled                                      | Work plan and MIPPA monthly Outreach Activities and Enrollment reports sent to DHHS by 10th of each month.                                     |
| <b>Performance Measure 2:</b> 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).                |
| <b>Performance Measure 3:</b> 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.                                                                                   |
| <b>Performance Measure 4:</b> 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                    |
| 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,<br>13AANHMADR,<br>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 – 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.

# **CERTIFICATE OF VOTE**

(Corporation without Seal)

1. Gary Coulombe, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Tri-County Community Action Program, 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 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 7<sup>th</sup> 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 Cochs

The forgoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2014.

By Gary Coulombe  
(Name of Clerk of the Corporation)

(NOTARY SEAL)

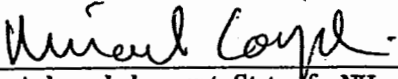
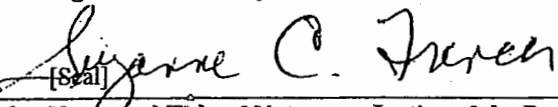
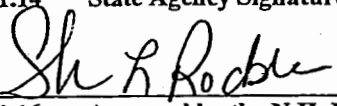
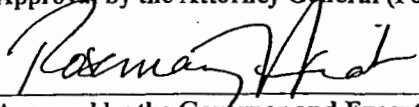
[Signature]  
(Notary Public/Justice of the Peace)  
Commission Expires: 6-19-18

SUZANNE C. FRENCH  
Notary Public - New Hampshire  
My Commission Expires June 19, 2018

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<br>Department of Health and Humans Services                                                                                                                                                                                                                                                                                         |                                     | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301                          |                                    |
| 1.3 Contractor Name<br>Tri-County Community Action Program, Inc.                                                                                                                                                                                                                                                                                          |                                     | 1.4 Contractor Address<br>30 Exchange Street<br>Berlin, NH 03570                              |                                    |
| 1.5 Contractor Phone Number<br>(603) 752-7001                                                                                                                                                                                                                                                                                                             | 1.6 Account Number<br>See Exhibit B | 1.7 Completion Date<br>6/30/2015                                                              | 1.8 Price Limitation<br>\$284,240. |
| 1.9 Contracting Officer for State Agency<br>Mary Maggioncalda, Administrator                                                                                                                                                                                                                                                                              |                                     | 1.10 State Agency Telephone Number<br>603-271-9096                                            |                                    |
| 1.11 Contractor Signature<br>                                                                                                                                                                                                                                           |                                     | 1.12 Name and Title of Contractor Signatory<br>Michael Coughlin, Chief Executive Officer      |                                    |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>COOS</u><br>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<br><br>[Seal]                                                                                                                                                                                                |                                     |                                                                                               |                                    |
| 1.13.2 Name and Title of Notary or Justice of the Peace<br>Suzanne C. French, Notary<br>SUZANNE C. FRENCH<br>Notary Public - New Hampshire<br>My Commission Expires June 19, 2018                                                                                                                                                                         |                                     |                                                                                               |                                    |
| 1.14 State Agency Signature<br>                                                                                                                                                                                                                                        |                                     | 1.15 Name and Title of State Agency Signatory<br>Sheri L. Rockborn Acting Assoc. Commissioner |                                    |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____                                                                                                                                                                                                                            |                                     |                                                                                               |                                    |
| 1.17 Approval by the Attorney General (Form, Substance and Execution)<br>By:  On: <u>12-5-13</u>                                                                                                                                                                       |                                     |                                                                                               |                                    |
| 1.18 Approval by the Governor and Executive Council<br>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.



Nicholas A. Toumpas  
Commissioner

Diane Langley  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9520 1-800-852-3345 Ext. 9520  
Fax: 603-271-4643 TDD Access: 1-800-735-2964

September 12, 2014

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 to enter into a sole source amendment to an existing agreement with Easter Seals New Hampshire, Inc. (Vendor # 177204), 555 Auburn Street, Manchester, NH 03103, for the provision of a Military Veteran Access to No Wrong Door program that includes a provision for providing and coordinating cross training to other ServiceLink Resource Centers, Civilian Providers, and Military-Veteran Providers statewide in order to ensure continuation of community-based services to veterans, service members and their families, by increasing the price limitation by \$500,000 from \$697,547 to \$1,197,547 effective upon Governor and Executive Council approval, with no change to the end date of June 30, 2015.

The original contract was approved by the Governor and Executive Council on December 20, 2013 (Item #62) and subsequently amended on June 4, 2014 (Item #59).

Funds are available in the following accounts for State Fiscal Year 2015.  
(See attachment for Fiscal Details.)

**EXPLANATION**

This request is **sole source** because it increases the original contract amount by more than ten percent (10%). This sole source amendment increases funding for services that provide and/or coordinate military culture training; core competence training; and technical assistance to ServiceLink Resource Centers. Additionally, the Contractor will coordinate statewide training to civilian service providers and work to develop a partnership with the federal contractor, ProForce, that is responsible for the new National Guard Care Coordination Program.

ProForce is a Service-Disabled Veteran-Owned Small Business that has a strong background in case management, as well as a history in partnering with the Veterans' Administration and with the National Guard Bureau's Child & Youth Programs nationwide. The

14 VEST

10/1/14  
#14

100% Federal funds  
Sole source

Contractor will partner with ProForce in order to create a safety net for individuals who are found ineligible for care coordination through ProForce. Additionally, the Contractor will work with ProForce by providing information, training, and access to long-term support services for military personnel and their families pre, during and post deployment who are eligible for case management services through ProForce.

The Contractor is one (1) of eight (8) ServiceLink Resource Center contractors. In addition to providing services through the ServiceLink Resource Center, the Contractor has developed, piloted and implemented the statewide Deployment Cycle Support Care Coordination Program since 2008. The Deployment Cycle Support Care Coordination Program builds a community-based support system, which integrates current veteran services with existing service delivery systems while allowing local access for a full-spectrum of care. The Deployment Cycle Support Care Coordination Program supports families and military members pre, during and post deployment. Crisis prevention for families and military members is addressed through early development of care plans by professional care coordinators. The care plan is a risk assessment tool used to organize support services early, thereby reducing the overall number of emergency situations for service members and families involved in the war effort. Care coordinators proactively address care plan needs and refer individuals to community-based care services or provide further treatment. The Deployment Cycle Support Care Coordination Program, in partnership with the New Hampshire National Guard and the Department, will be replaced with a federally contracted care coordination program administered by ProForce, effective October 1, 2014.

In order to ensure a smooth transition as well as a strong and integrated safety net, the Contractor will partner with the New Hampshire National Guard, ServiceLink and ProForce to ensure that all programs have a full spectrum of understanding of military culture, as well as the services available to military personnel, veterans and their families. The Contractor will also coordinate statewide core competency training sessions for civilian providers, which include Community Mental Health Centers, hospitals, and private practitioners.

The Contractor will provide services through the Department's No Wrong Door single entry process system that educates, informs and guides consumers and stakeholders regarding available Medicaid community long-term services and supports, some of which are listed below.

- 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, assisting them in transitioning from the hospital setting back into the community.

- 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.

- Veterans Directed Home and Community Based Program

This service expands the service coordination offered to veterans and their families, by finding respite and supplemental services to help them stay in the community.

The long-term support services listed above can be cumbersome to navigate. The Contractor will assist in establishing an integrated referral process to seamlessly transition military personnel and their families from the Deployment Cycle Support Care Coordination Program to the newly established National Guard' care coordination program, administered by ProForce, or to ServiceLink. The Contractor will assist with coordination of services for veterans of all eras through the No Wrong Door system to ensure service members, veterans and their families have access to long term support services, and critical ancillary services related to employment, housing, counseling, suicide prevention and other critical needs.

This Contractor has established services that assist military personnel and families affected by deployment, such as financial assistance through the Veterans Count program. The Contractor's collaborative partnerships, experience and military cultural competence is unique due to its development and implementation of the Deployment Cycle Support Care Coordination Program. The Contractor's experience gained through the Deployment Cycle Support Care Coordination Program uniquely positions this Contractor to be able to provide cross training to ServiceLink Resource Centers and ProForce, as well as to be able to coordinate statewide training for civilian providers.

The Contractor will work with existing and new programs to help ensure a sustainable framework for access to long term support services by New Hampshire service members, veterans and their families by educating ProForce care coordinators in long term support services available in New Hampshire through community-based and other services unique to this State. Likewise, because the Contractor is a ServiceLink Resource Center provider, this Contractor will be equipped to educate other ServiceLink Resource Center providers on the military culture unique to service members, veterans and their families. The Contractor will also coordinate statewide training and training supports to civilian providers to further ensure integrated access to long term support services for this population.

The Contractor will create outreach materials and resource guides in partnership with ServiceLink to ensure public awareness and access of Long Term Support Services available in New Hampshire. Ensuring access to the resources available in different arenas will assist in educating the public on services available to military personnel and their families.

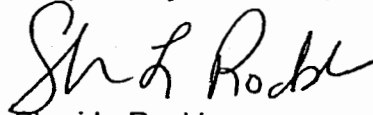
Should the Governor and Executive Council determine to not approve this request, over one hundred (100) Deployment Cycle Support Care Coordination Program cases no longer eligible for services under the new federal program could stop receiving care coordination for long term support services, which would negatively impact the citizens of New Hampshire, especially military personnel, veterans and their families. Further, future service members, veterans and their families would be unable to have access to these critical services available through a comprehensive safety net. Moreover, without providing and coordinating statewide training, providers would lack the full spectrum of knowledge regarding military/veteran issues; New Hampshire-specific community-based services; and New Hampshire-specific long term support services available through the No Wrong Door single entry process system. The indirect impact of loss of supports could be devastating to military and civilian citizens statewide.

Area served: Statewide

Source of funds: 72.98% Federal Funds  
27.02% General Funds

In the event federal funds become no longer available, general funds will not be requested to support this request.

Respectfully submitted,



Sheri L. Rockburn  
Chief Financial Officer

Approved by:



Nicholas A. Toumpas  
Commissioner



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas  
Commissioner

Diane Langley, Director  
Sheri Rockburn, Director

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

May 6, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

G&G Approved

Date

Item #

6/4/14  
59

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into Amendments with four ServiceLink Resource Center vendors to provide information and access to long-term supports and services to all citizens in New Hampshire by increasing the price limitation by \$110,586, from \$4,665,594 to \$4,776,180 in the aggregate, effective upon approval of Governor and Executive Council through June 30, 2015.

Summary of contracted amounts by vendor:

| Vendor                                                                                                            | Current Budget | Increase/Decrease Amount | Revised Modified Budget |
|-------------------------------------------------------------------------------------------------------------------|----------------|--------------------------|-------------------------|
| Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County | \$ 347,772     | \$ 26,543                | \$ 374,315              |
| Community Action Program Belknap and Merrimack Counties, Inc.                                                     | \$ 486,527     | \$ 30,000                | \$ 516,527              |
| Crotched Mountain Community Care, Inc.                                                                            | \$ 824,191     | \$ 0                     | \$ 824,191              |
| Easter Seals of New Hampshire, Inc.                                                                               | \$ 655,047     | \$ 42,500                | \$ 697,547              |
| Grafton County Senior Citizens Council, Inc.                                                                      | \$ 486,063     | \$ 0                     | \$ 486,063              |
| Lakes Region Partnership for Public Health, Inc.                                                                  | \$ 701,558     | \$ 0                     | \$ 701,558              |
| Monadnock Collaborative                                                                                           | \$ 871,286     | \$ 11,543                | \$ 882,829              |
| Tri County Community Action Program, Inc.                                                                         | \$ 293,150     | \$ 0                     | \$ 293,150              |
| Total                                                                                                             | \$4,665,594    | \$110,586                | \$4,776,180             |

Funds to support this request are available in the following accounts in State Fiscal Years 2014 and 2015, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

Please see attachment for fiscal details

## **EXPLANATION**

This requested action seeks approval of four (4) amendments that represent the \$110,586 total anticipated to be spent in specific geographic locations of the state, by adding the Medicare Improvements for Patients and Providers Act and/or the Veterans Directed Home and Community Based Program scope of work. These amendments will expand the services to geographic areas of the state that are currently not available to citizens of New Hampshire, and subsequently allow these two services to be offered statewide.

The original agreements were approved by Governor and Executive Council on December 20, 2013, item #62, as a result of a procurement process. On February 28, 2014, item #35, amendments were completed for six of the eight of the ServiceLink contractors to expand services to specific geographic regions of the state by offering Evidenced Based Care Transitions, State Health Insurance Program Trainer, Medicare Improvements for Patients and Providers Act and/or the Veterans Directed Home and Community Based Program.

### **Medicare Improvements for Patients and Providers Act**

This service enhances counseling to Medicare Beneficiaries by directly working with low income individuals to help them reduce their cost share portion of healthcare premiums and to assist them in enrolling in these cost savings Medicare programs. This service will be offered to citizens located in the geographic regions of Merrimack, Strafford, and Hillsborough, Sullivan, and Cheshire Counties. Four contractors were selected (see Summary of Applicants) that represent \$60,586.

### **Veterans Directed Home and Community Based Program**

This service expands the service coordination offered to Veterans and their families to find respite and supplemental services to help them stay in the community. The ServiceLink Contracts will develop and implement this program for Veterans residing in Merrimack, Strafford, and Hillsborough Counties. This service is currently slated to start in Rockingham County in SFY 15 and is operational in Belknap, Carroll, Coos, Grafton, Sullivan Counties and the Monadnock Region. Three contractors were selected (see Summary of Applicants) that represent \$50,000.

## **Performance Measures**

The additional services described above expand upon the existing scope of services included in the current ServiceLink contracts. Performance will be measured by the following:

- Contractor shall track and report to Department on the number of people they serve in the different age groups, with different types of disabilities and to show that the Options Counseling provided enables people to make informed, cost-effective decisions about LTSS.
- Were individuals able to utilize the information provided by the Contractor, including but not limited to, applying for benefits, finding and obtaining referred services, and other forms of assistance;
- The number of individuals diverted from nursing home/institutional settings;
- The number of individuals successfully transitioning from institutional settings (i.e. number of people assisted through formal coordinated or evidence-based transitions programs).

Should Governor and Executive Council decide not to authorize this request, New Hampshire citizens who utilize services at ServiceLink Resource Centers may not be able to access these specialized services that support them remaining in the community and assist them in reducing their healthcare costs under Medicare. Additionally, it is likely that readmissions to hospitals may increase and could consequently increase financial costs to hospitals for preventable readmissions. This decision would also increase County budgets to provide for those low income individuals who will depend on Medicaid for their nursing home care.

These contractors were selected through a Request for Application. The Department issued a Request for Applications on April 8, and April 17, 2014, for the Veterans Directed Home and Community Based Services and Medicare Improvements for Patients and Providers Act, respectively, to seek ServiceLink Resource Center contractors to provide these services in the geographic regions not currently receiving these services. (See Summary of Applicants)

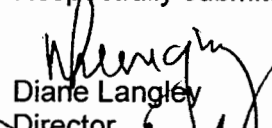
The contracts include an option for two (2) one year extensions to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

**Area Served:** See attached Bid Summary.

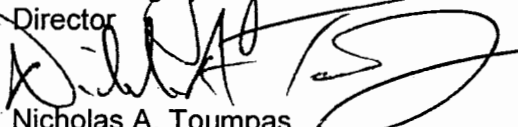
**Source of Funds:** 100% Federal funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

  
Diane Langley  
Director

Approved by:

  
Nicholas A. Toumpas  
Commissioner



# New Hampshire DHHS Contract Unit

## REQUEST FOR APPLICATIONS (RFA)

#14-DHHS-DCBCS-BEAS-RFA-01  
Veterans Directed Home and Community Based Care Services  
And

#14-DHHS-DCBCS-BEAS-RFA-02  
Medicare Improvements for Patients and Providers Act

Summary of Applicants  
DHHS selected all applications for contract

| Veterans Directed Home and Community Based Care Services |                                                                                               |                                                                                                                                                                                                                                     |                      |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
|                                                          | Bidder                                                                                        | Geographic Area to be Served                                                                                                                                                                                                        | Department Selection |
| 1.                                                       | Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners | Strafford                                                                                                                                                                                                                           | Selected             |
| 2.                                                       | Community Action Program Belknap and Merrimack Counties, Inc.                                 | Merrimack County                                                                                                                                                                                                                    | Selected             |
| 3.                                                       | Easter Seals New Hampshire Inc.                                                               | Hillsborough County, excluding the western Hillsborough County defined as the cities and towns of: Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor. | Selected             |

| Medicare Improvements for Patients and Providers Act |                                                                                               |                                                                                                                                                                                                                                                                                                          |                      |
|------------------------------------------------------|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
|                                                      | Applicants                                                                                    | Geographic Area to be Served                                                                                                                                                                                                                                                                             | Department Selection |
| 1.                                                   | Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners | Strafford County                                                                                                                                                                                                                                                                                         | Selected             |
| 2.                                                   | Community Action Program Belknap and Merrimack Counties, Inc.                                 | Merrimack County                                                                                                                                                                                                                                                                                         | Selected             |
| 3.                                                   | Easter Seals New Hampshire Inc.                                                               | Hillsborough County, excluding the western Hillsborough County defined as the cities and towns of: Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor.                                                                      | Selected             |
| 4.                                                   | Monadnock Collaborative                                                                       | Monadnock Region defined as Cheshire County, western Hillsborough County (defined as the cities and towns of: Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor), and Sullivan County (excluding Plainfield and Grantham). | Selected             |



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN  
SERVICES

DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas  
Commissioner  
  
Diane Langley, Director  
Sheri Rockburn, Director

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

February 11, 2013

**G&C Approved**

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Date 2-28-14  
Item # 35

REQUESTED ACTION

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.

100% Federal funds

Summary of contracted amounts by vendor:

| Vendor                                                                                        | Current Budget | Increase/Decrease Amount | Revised Modified Budget |
|-----------------------------------------------------------------------------------------------|----------------|--------------------------|-------------------------|
| Behavioral Health and Developmental Services of Strafford County, Inc. dba Community Partners | \$347,772      | \$0                      | \$347,772               |
| Community Action Program Belknap and Merrimack Counties, Inc.                                 | \$478,594      | \$7,933                  | \$486,527               |
| Crotched Mountain Community Care, Inc.                                                        | \$791,127      | \$33,064                 | \$824,191               |
| Easter Seals of NH, Inc.                                                                      | \$655,047      | \$0                      | \$655,047               |
| Grafton County Senior Citizens Council, Inc.                                                  | \$460,601      | \$25,462                 | \$486,063               |
| Lakes Region Partnership for Public Health, Inc.                                              | \$597,849      | \$103,709                | \$701,558               |
| Monadnock Collaborative                                                                       | \$719,365      | \$151,921                | \$871,286               |
| Tri-County Community Action Program, Inc.                                                     | \$284,240      | \$8,910                  | \$293,150               |
| Total                                                                                         | \$4,334,595    | \$330,999                | \$4,665,594             |

Funds to support this request are available in the following accounts in State Fiscal Years 2014 and 2015, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

Please see attachment for fiscal details

### EXPLANATION

The Department is requesting that the Governor and Executive Council approve these (6) amendments retroactively to January 1, 2014. The Department requests that these amendments be retroactive because the Department's limited staffing resources lead to additional time being needed to review proposals and scores to make a selection and process contract amendments before these services could be added to the ServiceLink contractors' Agreements.

This requested action seeks approval of six (6) amendments that represent the \$330,999 total anticipated to be spent in specific geographic locations of the state. The original agreements were approved by Governor and Executive Council on December 20, 2013, item #62, as a result of a procurement process. Additional services in the requested action were part of the original procurement. The Department selected these six (6) ServiceLink contracts to provide expanded services to the community. These services are intended to support the Department's No Wrong Door model by serving as a single access point for all citizens seeking a full range of information and assistance about long term care services and supports.

#### Evidenced Based Care Transitions

This service increases the options counseling and person centered transitions support services by directly working with individuals who are in hospitals and to assist them in transitioning from the hospital setting back into the community. The Service Link Contractors will continue developing and implementing this service that they have been working with under another grant project, separate from this procurement. This service would be offered to citizens located in the geographic regions of Belknap, Carroll, and Sullivan, Cheshire, and western Hillsborough County. Two Contractors with the highest scores were selected (see Bid Summary) that represent \$230,828.

#### Medicare Improvements for Patients and Providers Act

This service enhances counseling to Medicare Beneficiaries by directly working with low income individuals to help them reduce their cost share portion of healthcare premiums and to assist them in enrolling in these cost savings Medicare programs. This service would be offered to citizens located in the geographic regions of Rockingham, Grafton and Sullivan Counties, as well as Belknap, Carroll, and Coos counties. Four Contractors were selected (see Bid Summary) that represent \$35,928.

#### Veterans Directed Home and Community Based Program

This service expands the service coordination offered to Veterans and their families to find respite and supplemental services to help them stay in the community. The ServiceLink Contracts will develop and implement this program for Veterans residing in Rockingham, Carroll, Grafton, Sullivan, Cheshire, western Hillsborough and Coos Counties. This service is currently operational in Belknap County. Five contractors were selected (see Bid Summary) that represent \$53,491.

#### State Health Insurance Program Trainer

The Contractor will provide ongoing training to increase the education and training of the all New Hampshire ServiceLink contractors' staff and volunteers who counsel Medicare beneficiaries. This training includes topics from Medicare eligibility, types of long-term care insurances to health care fraud and prevention. One contractor was selected that represents \$7,933. (See Bid Summary).

Medicare Supplement Insurance Comparison

The Contractor will collect accurate and timely information about Medicare Supplemental Insurance cost information for Medicare beneficiaries and provide this cost information to the Department and to all the New Hampshire ServiceLink contractors who counsel and assist individuals in making decisions about Medicare programs and health plans. One contractor was selected that represents \$2,819. (See Bid Summary).

**Performance Measures**

The additional services described above expand upon the existing scope of services included in the current ServiceLink contracts. Performance will be measured by the following:

- Contractor shall track and report to Department on the number of people they serve in the different age groups, with different types of disabilities and to show that the Options Counseling provided enables people to make informed, cost-effective decisions about LTSS.
- Were individuals able to utilize the information provided by the Contractor, including but not limited to, applying for benefits, finding and obtaining referred services, and other forms of assistance;
- The number of individuals diverted from nursing home/institutional settings;
- The number of individuals successfully transitioning from institutional settings (i.e. number of people assisted through formal coordinated or evidence-based transitions programs).

Should Governor and Executive Council decide not to authorize this request, New Hampshire citizens who utilize services at ServiceLink may not be able to access these specialized services that support them remaining in the community and assist them in reducing their healthcare costs under Medicare. Additionally, it is likely that readmissions to hospitals may increase and could consequently increase financial costs to hospitals for preventable readmissions. This decision would also increase County budgets to provide for those low income individuals who will depend on Medicaid for their nursing home care.

These contractors were selected through a competitive bid process. The Department issued a Request for Proposal published on the Department's website October 18, 2013. The Department received eight (8) proposals representing some or all these additional services. The evaluation committee recommended awarding agreements to six (6) Contractors. (See Bid Summary).

The proposal was evaluated and scored using a consensus model. Four Department staff evaluated the proposals on its technical merits consistent with the criteria for evaluation of Technical Proposal as specified in the Request for Proposals. These staffs' experiences included quality management, operational management and strategic planning over client services, and social work. Two Department staff, with over twenty years' experience as certificated accountants, evaluated the proposal's cost. (See Bid Summary)

The proposal and subsequently the contracts include an option for two (2) one year extensions to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of work, and subsequent approval by the Governor and Executive Council.

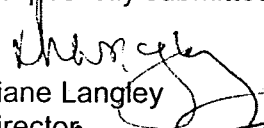
**Area Served:** See attached Bid Summary.

**Source of Funds:** 100% Federal funds.

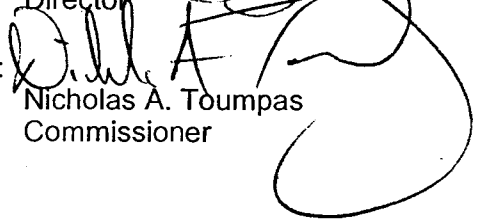
Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
February 11, 2014  
Page 4

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

  
Diane Langley  
Director

Approved by:

  
Nicholas A. Toumpas  
Commissioner

## New Hampshire DHHS Contract Unit

ServiceLink Program  
RFP #14-DHHS-DCBCS-BEAS-03  
Bid Summary

| Evidenced Based Care Transitions |                                                                                               |                               |                                                                                                                                                                                                                                                                                  |                      |
|----------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
|                                  | Bidder                                                                                        | Total Score<br>(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<br>(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<br>(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<br>(Max. 112.5) | Department Selection |
| 1            | Community Action Program Belknap and Merrimack Counties, Inc. | 76                          | Selected             |

### Technical Proposal Evaluation Team:

Carol Sideris, Director of Client Services

Michael Kelly, Division of Community Based Care, Program Specialist – Quality Management Review

Denise Pliska, Bureau of Elderly and Adult Services, District Office Supervisor of Adult Protection Services

Patricia Jackson, Bureau of Homeless and Housing, Program Planning and Review Specialist

### Cost Proposal Team:

Ann Driscoll, Bureau of Elderly and Adult Services, Administrator and Certified Public Accountant

Donna Ferland, New Hampshire Hospital, Financial Manager and Certified Public Accountant



Nicholas A. Toumpas  
Commissioner

Nancy L. Rollins  
Associate  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

*BUREAU OF ELDERLY & ADULT SERVICES*

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

12/20/13  
# 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)

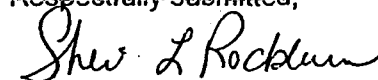
The proposal and subsequently the contracts include an option for two (2) one year extensions to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of work, and subsequent approval by the Governor and Executive Council.

**Area Served:** Statewide.

**Source of Funds:** 54% Federal funds and 46% General funds.

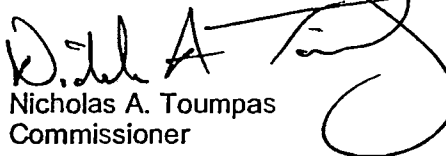
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

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                                                                                 |                        | Technical Score | Cost Score | Total Score | Geographic Area to be Served                                                                                                                                                                                                                                                    |
|---|-----------------------------------------------------------------------------------------------|------------------------|-----------------|------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | Bidder                                                                                        | Maximum Possible Score | 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, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor)                                                             |
| 5 | Grafton County Senior Citizens Council, Inc.                                                  |                        | 1125            | 78.5       | 1203.5      | Grafton County, and two towns in Sullivan County (Grantham and Plainfield)                                                                                                                                                                                                      |
| 6 | Lakes Region Partnership for Public Health, Inc.                                              |                        | 1005            | 77.5       | 1082.5      | Belknap and Carroll County                                                                                                                                                                                                                                                      |
| 7 | Monadnock Collaborative                                                                       |                        | 1088            | 90         | 1178        | Cheshire County, 12 Cities and towns in Western Hillsborough County (Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor) and all of Sullivan County (excluding two towns: Grantham and Plainfield) |
| 8 | Tri-County Community Action Program, Inc.                                                     |                        | 940             | 74         | 1014        | Coos County                                                                                                                                                                                                                                                                     |

**Technical Proposal Evaluation Team:**

Carol Sideris, Director of Client Services

Michael Kelly, Division of Community Based Care, Program Specialist – Quality Management Review

Denise Pliska, Bureau of Elderly and Adult Services, District Office Supervisor of Adult Protection Services

Patricia Jackson, Bureau of Homeless and Housing, Program Planning and Review Specialist

**Cost Proposal Team:**

Ann Driscoll, Bureau of Elderly and Adult Services, Administrator and Certified Public Accountant

Donna Ferland, New Hampshire Hospital, Financial Manager and Certified Public Accountant