



NEW HAMPSHIRE
COUNCIL ON
DEVELOPMENTAL DISABILITIES

56
m.c.



July 16, 2021

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Council on Developmental Disabilities (Council) to **RETROACTIVELY** enter into a contract with Community Bridges, 70 Pembroke Road, Concord, NH 03301, vendor number 155658, in the amount of \$12,029.13, to provide funding to assist in a project that demonstrates the ability to develop and initiate a new and innovative program that will improve and enhance services for the developmental disability community, effective upon Governor and Council approval for the period of August 15, 2021 through August 14, 2024. **100% Federal Funds**

Funding to support this request is available in the following account for State Fiscal Years 2022, 2023 and anticipated to be available in 2024 with continued appropriation, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

01-97-97-970010-71350000 – Developmental Disabilities Council	
Class 072-500575, Grants Federal	
FY2022	\$4009.67
FY2023	\$4009.73
FY2024	\$4009.73

EXPLANATION

The request is being made **RETROACTIVE** due to delays in finalizing the agreement, as well as competing priorities for both organizations and necessary procedural clarifications, which further delayed the development of agreement. However, steps have been taken to ensure that any further agreement between the two organizations will be made, and submitted in a timely manner for Governor & Council approval.

The New Hampshire Council on Developmental Disabilities was established in 1971, pursuant to the federal Developmental Disabilities Act (DD Act) of 1970. Councils are located in every State and Territory and represent a Federal-State partnership to expand opportunities and improve the quality of life of people with developmental disabilities and their families. Council members are appointed by the Governor, and represent people with developmental disabilities, parents and guardians and representatives of agencies that support people with developmental disabilities as specified in federal and state law. Councils are charged by Federal law to identify the most pressing needs of people with developmental disabilities in their State or Territory and to develop innovative and cost effective strategies to meet those needs. Councils work to promote the independence and productivity of people with developmental

disabilities and promote systems change that will eliminate obvious inequities in areas such as employment, education, and access to healthcare.

This contract provides funding to help assist in a project that intends to introduce and explain how to apply Person Centered Thinking and Charting the LifeCourse concepts, skills, tools and practices that will:

- 1) Develop a skill set that will promote self-directed decision making.
- 2) Guide positive future planning, effective team communication, consideration of meaningful and creative experiences, and collaborative action planning.
- 3) Promote student ability to identify positive future life outcomes, and to guide and direct high school transition and adult life planning toward their "good life".
- 4) Strengthen family ability to advocate on behalf of the student, identify their own desired future outcomes, and identify supports needed for success.
- 5) Provide common language and methods for communication, planning and problem solving that supports individual goals as well as professional system requirements.

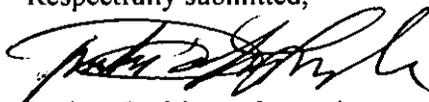
Community Bridges will contribute 25% of the overall cost of the program (as a non-federal match) in accordance with federal guidelines.

The geographic area served by this project agreement is statewide. The source of funds is 100% federal funds. In the event that federal funds become no longer available, general funds will not be used to support this contract.

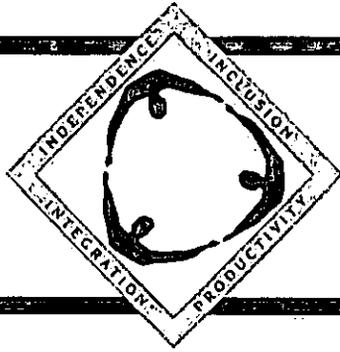
The Council published a request for proposal (RFP) soliciting qualified individuals or organizations that could create a project that address the Council's 5-year plan goals. The RFP was posted to the NHCDD website: <https://www.nhcdd.nh.gov/> for four (4) consecutive weeks and the Council notified all stakeholders, sent out a press release, and posted it on social media channels. In addition, a noticed was placed in the New Hampshire Union Leader and the Manchester Ink Link for no less than for three days. As a result of the issuance of the RFP, three (3) potential vendors responded by submitting a proposal. The Council selected one (1) vendor to meet the Council's 5-year plan goals. In accordance with the terms and conditions of the RFP, Community Bridges was selected to receive the contract in the amount of \$12,029.13. Community Bridges scored the highest during the evaluation, and also had the lowest cost bid of the three proposals.

This RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee. The evaluation committee consisted of the following NHCDD employees: Isadora Rodriguez-Legendre, Executive Director, Ronnieann Rakoski, Policy and Planning Director, and Vanessa Blais, Project Manager.

Respectfully submitted,



Isadora Rodriguez-Legendre
Executive Director



NEW HAMPSHIRE COUNCIL ON DEVELOPMENTAL DISABILITIES

RFP 2021-0001

The New Hampshire Council on Developmental Disabilities demonstration grant project.

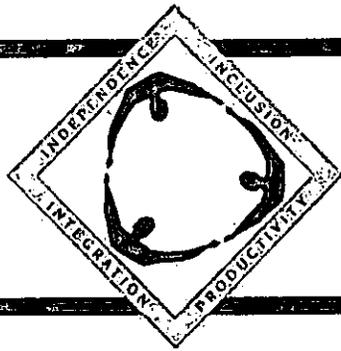
Area of Emphasis: 5-year plan project grant

Goal: The Council seeks to partner with individuals or organizations to develop and implement a new/emerging service approach that addresses the specific needs of the Council's 5-year plan.

Applicant: Community Bridges –Transition Academy

RFP Rating Work-Sheet

Criteria	Received	Points	Score	Comments
Does the project align with the Council's 5-year plan?		15	13	Strengths: Transition focused Person-centered Training sustainable Weakness: Question of inclusivity/diversity
Notes: Costs?: Zoom, admin, diversity? Additional measurement of outcomes?				



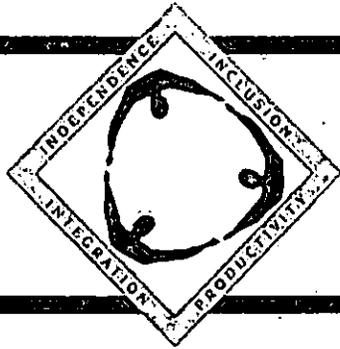
NEW HAMPSHIRE COUNCIL ON DEVELOPMENTAL DISABILITIES

<p>Is Organization capable of delivering service?</p>		10	10	<p>Strengths: Solid pilot in place</p> <p>Weaknesses: Will region be open to supporting program?</p>
<p>Is there a management plan and program design?</p>		10	7.5	<p>Strengths: Clear program design and presentation methods</p> <p>Weaknesses: Sustainability plan?</p>
<p>Does organization have a plan for assessing statewide regional network(s) service needs?</p>		10	7.5	<p>Strengths: Addresses statewide needs/gaps Use of pre/post survey for outcome measurement</p> <p>Weaknesses: No other specific measurement of listed outcomes</p>



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Does program have means of collecting and analyzing data?		10	6.5	<p>Strengths: Data collection survey</p> <p>Weaknesses: Not specific</p>
Does organization have documentation of coordination and collaboration w/other agencies?		10	10	<p>Strengths: Cross state learning collaborations</p> <p>Weaknesses: Question of engagement w/statewide providers</p>
Does the project align with the Council's mission of dignity, full rights of citizenship, cultural diversity, equal opportunity, and full participation in inclusive communities and activities?		15	12	<p>Strengths:</p> <p>Weaknesses: Would like to see more w/inclusivity, diversity, address disparities</p>



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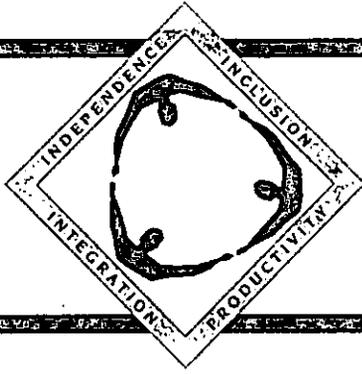
Is a detailed budget presented?		10	10	Strengths: Weaknesses: Need documentation for 25% non-federal match.
Is the grants proposed budget narrative within the funding limits of the RFP?		10	10	Strengths: Weaknesses:

Total: 100 73.5

Comments:

How will diversity and inclusion be addressed? Materials available in multiple languages and platforms?

Questions:



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RFP 2021-0001

The New Hampshire Council on Developmental Disabilities demonstration grant project.

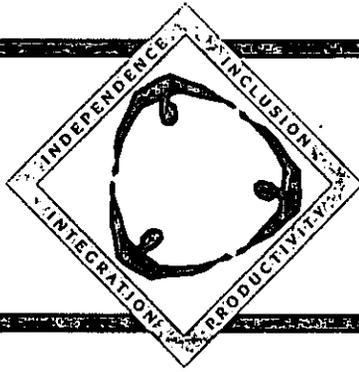
Area of Emphasis: 5-year plan project grant

Goal: The Council seeks to partner with individuals or organizations to develop and implement a new/emerging service approach that addresses the specific needs of the Council's 5-year plan.

Applicant: Visions for Creative Housing

RFP Rating Work Sheet

Criteria	Received	Points	Score	Comments
Does the project align with the Council's 5-year plan?		15	0	Strengths: advocacy Weakness: Project is not inclusive



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Is a detailed budget presented?		10	10	<p>Strengths: Explanation of budget</p> <p>Weaknesses:</p>
Is the grants proposed budget narrative within the funding limits of the RFP?		10	10	<p>Strengths: Budget is within funding limits</p> <p>Weaknesses:</p>

Total: 100

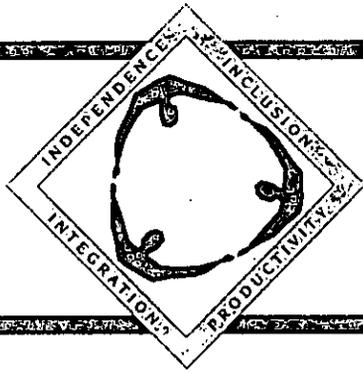
25

Comments:

This project would like to help replicate a model that does not align with our mission, vision, and values.

Questions:

How would this project promote inclusive living?



NEW HAMPSHIRE COUNCIL ON DEVELOPMENTAL DISABILITIES

RFP 2021-0001

The New Hampshire Council on Developmental Disabilities demonstration grant project.

Area of Emphasis: 5-year plan project grant

Goal: The Council seeks to partner with individuals or organizations to develop and implement a new/emerging service approach that addresses the specific needs of the Council's 5-year plan.

Applicant: _____ IOD _____

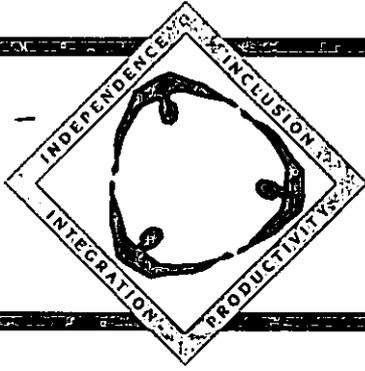
RFP Rating Work Sheet

Criteria	Received	Points	Score	Comments
Does the project align with the Council's 5-year plan?		15	15	Strengths: advocacy Weakness:



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<p>Is Organization capable of delivering service?</p>		10	10	<p>Strengths: Has established reputation of expertise</p> <p>Weaknesses:</p>
<p>Is there a management plan and program design?</p>		10	5	<p>Strengths: Established goals and objectives</p> <p>Weaknesses: No clear "management plan"</p>
<p>Does organization have a plan for assessing statewide regional network(s) service needs?</p>		10	2	<p>Strengths:</p> <p>Weaknesses: Weak assessment plan No outcomes listed</p>



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Is a detailed budget presented?		10	8	Strengths: Weaknesses: FAC cost is high
Is the grants proposed budget narrative within the funding limits of the RFP?		10	10	Strengths: Weaknesses:

Total: 100 57

Comments:

We like the project and feel it has value.

Questions:

Questions about high FAC cost to the University. What consultation will SALT be expected to provide.

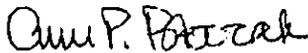
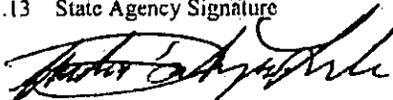
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Council on Developmental Disabilities		1.2 State Agency Address 2 1/2 Beacon Street, Concord NH 03301	
1.3 Contractor Name Ann P. Potoczak, CEO/ President Community Bridges		1.4 Contractor Address 70 Pembroke Road, Concord, NH 03301	
1.5 Contractor Phone Number 603-225-4153 ext 225	1.6 Account Number 71350000-500575	1.7 Completion Date August 14, 2024	1.8 Price Limitation \$12,029.13
1.9 Contracting Officer for State Agency Isadora Rodriguez-Legendre, Executive Director		1.10 State Agency Telephone Number 603-271-1157	
1.11 Contractor Signature  Date: 7.16.21		1.12 Name and Title of Contractor Signatory ANN P. POTOCZAK, CEO	
1.13 State Agency Signature  Date: 7/16/21		1.14 Name and Title of State Agency Signatory Isadora Rodriguez-Legendre, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: July 28 / 2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Exhibit A

No special provisions added.

Contractor Initials AP
Date 7.16.21

Exhibit B

**STATE OF NEW HAMPSHIRE
New Hampshire Council for Developmental Disabilities
2 ½ Beacon Street
Concord, New Hampshire 03301**

Date: July 13, 2021

Contractor Agreement

Contract No.: 2022-0002

**Vendor: Community Bridges (155658)
70 Pembroke Road
Concord, NH 03301**

**Contact Person(s): Isadora Rodriguez-Legendre, MSW
Executive Director
New Hampshire Council on Developmental Disabilities
2 ½ Beacon Street, Ste. 10
Concord, NH 03301-4447**

Effective From: August 15, 2021 Through: August 14, 2024

- August 15, 2021 through August 14, 2022
- August 15, 2022 through August 14, 2023
- August 15, 2023 through August 14, 2024

Scope of Work:

This project will introduce and explain how to apply Person Centered Thinking and Charting the LifeCourse concepts, skills, tools and practices that will:

- 1) Develop a skill set that will promote self-directed decision making.
- 2) Guide positive future planning, effective team communication, consideration of meaningful and creative experiences, and collaborative action planning.
- 3) Promote student ability to identify positive future life outcomes, and to guide and direct high school transition and adult life planning toward their "good life".
- 4) Strengthen family ability to advocate on behalf of the student, identify their own desired future

Contractor Initials

Date


7.16.21

outcomes, and identity supports needed for success.

- 5) Provide common language and methods for communication, planning and problem solving that supports individual goals as well as professional system requirements.

Approach:

Prior to starting the project participants will complete a pre-survey to assess their awareness, knowledge, and/or competence of the critical skills outlined below. Once the project is complete participants will respond to an outcomes survey to illustrate whether their awareness, knowledge, and comfort and/or competence has increased in the outlined areas:

- 1) Student Participants
 - a. Developing a person centered planning portfolio to identify and share with others "who" they are and what is important to them.
 - b. Participating more directly and actively in formal planning "for" them - ie: IEP or service agreement meetings.
 - c. Using portfolio to guide school and service planning self-determination, decision making and self-advocacy.
- 2) Family Participants
 - a. Understanding what their student wants / envisions for themselves.
 - b. Creating a balance between family direction and student direction, family goals and student goals.
 - c. Envisioning positive future life outcomes for the student.
 - d. Identifying creative options for typical age-related experiences and opportunities.
 - e. Seeking support from a wide range of formal and informal community services and resources.
- 3) School System Participants
 - a. Utilizing shared person centered thinking and planning strategies in classrooms.
 - b. Utilizing strategies and tools to meet regulatory Indicator 13 compliance measures.
 - c. Ability to better identify and detail measureable post-secondary outcomes.
- 4) Area Agency Participants
 - a. Utilizing shared person centered thinking and planning strategies in person centered planning and service planning.
 - b. Increased ability to understand what the person wants and needs in order to advocate for emergent and future supports.
 - c. Increased ability to support exploration of formal and informal resources beyond HCBS Medicaid waiver services.

Intended Outcomes:

- 1) Have greater understanding about Person Centered Thinking and Charting the LifeCourse concepts, tools and strategies and ability to apply to daily life and work.
- 2) Learn strategies for common language, planning and problem solving across systems.

- 3) Promote student ability to represent who they are, what is important to them, what they wish to create in their future life.
- 4) Support achievement of individual student goals as well as professional system requirements with regard to applying person centered practices.

Target Audience:

- 1) Students and Families:
 - a. The current target age range for Transition Academy is students who are aged 16 - 20. At this time, Community Bridges' census for people who fall into that age range is 137 students. The numbers for students who will be in the optimal age range for this project over the next 5 years.
- 2) School Partners:
 - a. Community Bridges partners with 13 school districts.
- 3) Community Bridges Staff:
 - a. There are 9 Family Support Specialists and In Home Support Coordinators from Community Bridges who may take part in Transition Academy. Community Bridges staff will be supported to develop the skill and competence to facilitate their own Transition Academy cohorts, so several cohorts may run concurrently.

Presentation Methods:

Several strategies are utilized and accommodations made through the chosen meeting and presentation methods. This supports ease of access to and use of presentations and materials, which are presented in both electronic and printed formats.

- 1) At this time, Transition Academy is offered in a virtual format, via the Zoom conferencing platform. Zoom offers closed captioning, video and audio recording, and transcripts of conversations that are easily accessible and/ or shared with participants for reference.
- 2) Person Centered Thinking and Charting the LifeCourse "tools" (formats for gathering important information to guide self-awareness, conversations and planning) have been specifically created to support the concept behind the tool. Colors, icons, and specific diagrams are used that do not requiring the ability to read, or to be fluent in any particular language. For instance the "Life Trajectory Tool" clearly indicates movement from current status to a desired future state, the "Integrated Support Star" clearly promotes focused thought about combining a wide variety of supports from various resources. The "Person Centered Description" can easily be enhanced by pictures, photos, graphics chosen by the student, increasing their ability to portray information using their own communication styles, abilities and language preferences.
- 3) All of the person centered thinking and planning tools have been re-formatted to "writeable" Microsoft Word or Portable Document Format (pdf) format. They are shared via e-mail, or google account sharing. This allows multiple participants to record their ideas to develop documents that include various perspectives. This also allows for easy dissemination and sharing of planning tools.
- 4) Participants are provided with a packet of information that includes project outline, calendar for each specific track, transition related resources, and printed versions of all tools that are applied throughout the project. This accommodates those whose preferences include tangible, hand-

writing over electronic methods. It is the intent that a customized "workbook" will be created to go along with this project as opposed to a "packet" of materials. This is one recommendation that has come out of the pilot project this far, and is in preliminary development.

Council Support/Grant Reporting:

The Council will serve as a resource to support for this project. Community Bridges may receive calls from the Council staff about outcome and performance measures, public policy issues that relate to the project, products produced, and project events.

As part of this grant, Community Bridge agrees to:

- 1) Provide surveys to project participant (or build in DD Council data collection metrics into their own surveys). The Council will work with Community Bridges to ensure mutually beneficial data collection for the project.
- 2) After each training session Community Bridges will provide the Council with a report that included:
 - a. Participate Demographics
 - b. Outcome of project goals and objectives
 - c. Performance measure and outcomes
 - d. Any other information project related that will help the Council fulfill its federal reporting requirements under this grant

Publication/Training material:

All written materials, publications and audio-visual materials (including website postings) must state the following:

- 1) Funding provided (in part) by the NH Council on Developmental Disabilities.
- 2) This acknowledgement is also necessary on products published with other funds, if those funds will be claimed as non-federal match for a DD Council project. In addition to the required statement, if Community Bridges logo appears on the product, the DD Council logo shall also appear in the same size and be given the same prominence. If this statement/logo is not included on the product, costs may be disallowed.

Disclosures:

Community Bridges is required to add the following disclaimer on the first page or preface of all documents and webpages produced, all or in part, with Council (ACL) funding.

This project was supported, in part with funding provided by the NH Council on Developmental Disabilities under grant number 2001NHSCDD, from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201. Grantees undertaking projects with government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official ACL policy.

Exhibit C

**Community Bridges
Payment Terms**

Payment Terms:

This is a three year contract. The funds will be distributed to Community Bridges at the beginning of each contract period subject to the Community Bridges compliance with the terms and conditions of this agreement. Please see attached budget.

An invoice must be completed, signed, and returned to the Developmental Disabilities Council before the beginning of each contract period, in order to initiate payment. Please mail the invoice to:

Isadora Rodriguez-Legendre, MSW
Executive Director
NH Council on Developmental Disabilities
2 ½ Beacon Street, Ste. 10
Concord, NH 03301-4447

Contractor Initials IR
Date 6.16.21



Revised Budget
Community Bridges Transition Academy

Budget Category	Year 1			Year 2			Year 3			Total
	Session 1	Session 2	Session 3	Session 1	Session 2	Session 3	Session 1	Session 2	Session 3	
PERSONNEL										
Certified Staff	\$ 1,380.00	\$ 1,380.00	\$ 1,380.00	\$ 1,380.00	\$ 1,380.00	\$ 1,380.00	\$ 1,380.00	\$ 1,380.00	\$ 1,380.00	\$ 12,420.00
Certified Staff (FICA) 7.65%	\$ 105.57	\$ 105.57	\$ 105.57	\$ 105.57	\$ 105.57	\$ 105.57	\$ 105.57	\$ 105.57	\$ 105.57	\$ 950.13
<i>Subtotal Personnel</i>	\$ 1,485.57	\$ 1,485.57	\$ 1,485.57	\$ 1,485.57	\$ 1,485.57	\$ 1,485.57	\$ 1,485.57	\$ 1,485.57	\$ 1,485.57	\$ 13,370.13
OTHER COSTS										
ZOOM Conferencing Platform	\$ 49.97	\$ 49.97	\$ 49.96	\$ 49.97	\$ 49.97	\$ 49.96	\$ 49.97	\$ 49.97	\$ 49.96	\$ 449.70
Printing Costs	\$ 87.00	\$ 87.00	\$ 87.00	\$ 87.00	\$ 87.00	\$ 87.00	\$ 87.00	\$ 87.00	\$ 87.00	\$ 783.00
Postage	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 99.00
<i>Subtotal Other</i>	\$ 147.97	\$ 147.97	\$ 147.96	\$ 147.97	\$ 147.97	\$ 147.96	\$ 147.97	\$ 147.97	\$ 147.96	\$ 1,331.70
Total Direct Costs	\$ 1,633.54	\$ 1,633.54	\$ 1,633.53	\$ 1,633.54	\$ 1,633.54	\$ 1,633.53	\$ 1,633.54	\$ 1,633.54	\$ 1,633.53	\$ 14,701.83
Indirect Administrative Costs	\$ 148.53	\$ 148.56	\$ 148.56	\$ 148.56	\$ 148.56	\$ 148.56	\$ 148.56	\$ 148.56	\$ 148.56	\$ 1,337.01
Total Costs	\$ 1,782.07	\$ 1,782.10	\$ 1,782.09	\$ 1,782.10	\$ 1,782.10	\$ 1,782.09	\$ 1,782.10	\$ 1,782.10	\$ 1,782.09	\$ 16,038.84
Other Funding Sources										
										Amount
Associated Grocers - Pledge received	\$ 333.34	\$ 333.34	\$ 333.34	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	\$ 3,000.00
Donations - Received	\$ 112.19	\$ 112.19	\$ 112.19	\$ 112.19	\$ 112.19	\$ 112.19	\$ 112.19	\$ 112.19	\$ 112.19	\$ 1,009.71
Total	\$ 445.53	\$ 445.53	\$ 445.53	\$ 445.52	\$ 445.52	\$ 445.52	\$ 445.52	\$ 445.52	\$ 445.52	\$ 4,009.71
Total Request	\$ 1,336.54	\$ 1,336.57	\$ 1,336.56	\$ 1,336.58	\$ 1,336.58	\$ 1,336.57	\$ 1,336.58	\$ 1,336.58	\$ 1,336.57	\$ 12,029.13

Exhibit C

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Community Bridges, Board of Directors.
(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 June 1, 2021.
(Date)

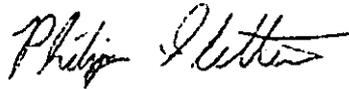
RESOLVED: That the President/CEO of Community Bridges
(Title of Contract Signatory)

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 11th day of June, 2021.
(Date Contract Signed)

4. Ann Potoczak is the duly elected President/CEO of Community Bridges
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



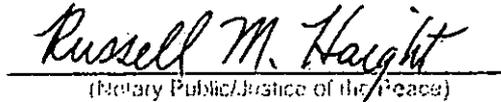
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 11 day of June, 2021.

By Philip Sletton
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

Commission Expires: 6/21/22



State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY BRIDGES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 20, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64837

Certificate Number: 0005378313



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of June A.D. 2021.

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

William M. Gardner
Secretary of State



Connecting Individuals with Disabilities with Their Community

COMMUNITY BRIDGES

Financial Statements
For the Year Ended June 30, 2020

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Community Bridges

Report on the Financial Statements

We have audited the accompanying financial statements of Community Bridges, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, 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.

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

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine

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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 Bridges as of June 30, 2020, and the changes in 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 Community Bridges' fiscal year 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 16, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

In accordance with *Government Auditing Standards*, we have also issued our report dated February 8, 2021 on our consideration of Community Bridges' 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 solely 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 the effectiveness of Community Bridges' 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 Bridges' internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Melanson".

Merrimack, New Hampshire
February 8, 2021

COMMUNITY BRIDGES

Statement of Financial Position June 30, 2020 (with comparative totals as of June 30, 2019)

	2020		2020 Total	2019 Total
	Without Donor Restrictions	With Donor Restrictions		
ASSETS				
Current Assets:				
Cash and cash equivalents	\$ 7,058,250	\$ -	\$ 7,058,250	\$ 3,667,467
Restricted cash	267,451	-	267,451	169,091
Accounts receivable, net	4,330,688	-	4,330,688	2,106,088
Prepaid expenses	58,498	-	58,498	142,821
Total Current Assets	11,714,887	-	11,714,887	6,085,467
Noncurrent Assets:				
Security deposits	36,074	-	36,074	26,074
Property and equipment, net	4,903,271	-	4,903,271	5,026,228
Total Noncurrent Assets	4,939,345	-	4,939,345	5,052,302
TOTAL ASSETS	\$ 16,654,232	\$ -	\$ 16,654,232	\$ 11,137,769
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Current portion of long-term debt	\$ 79,534	\$ -	\$ 79,534	\$ 82,339
Accounts payable	1,766,071	-	1,766,071	1,151,291
Accrued payroll and related liabilities	1,725,758	-	1,725,758	1,351,031
Other liabilities	29,870	-	29,870	63,992
Total Current Liabilities	3,601,233	-	3,601,233	2,648,653
Noncurrent Liabilities:				
Notes payable, net of current portion	2,923,470	-	2,923,470	2,945,032
Refundable advances	1,451,942	-	1,451,942	-
Security deposits	36,944	-	36,944	36,944
Custodial liability	267,451	-	267,451	169,091
Total Noncurrent Liabilities	4,679,807	-	4,679,807	3,151,067
Total Liabilities	8,281,040	-	8,281,040	5,799,720
Net Assets:				
Without donor restrictions:				
Undesignated	8,373,192	-	8,373,192	5,317,717
With donor restrictions	-	-	-	20,332
Total Net Assets	8,373,192	-	8,373,192	5,338,049
TOTAL LIABILITIES AND NET ASSETS	\$ 16,654,232	\$ -	\$ 16,654,232	\$ 11,137,769

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

COMMUNITY BRIDGES

Statement of Activities For the Year Ended June 30, 2020 (with comparative totals for the year ended June 30, 2019)

	2020			2019 Total
	Without Donor Restrictions	With Donor Restrictions	2020 Total	
SUPPORT AND REVENUE				
Support:				
Grants and contributions	\$ 3,538,474	\$ -	\$ 3,538,474	\$ 24,711
State of New Hampshire DHHS	1,327,822	-	1,327,822	1,370,226
Revenue:				
Medicaid	40,321,902	-	40,321,902	37,827,901
Residential fees	802,658	-	802,658	763,429
Rental income	335,198	-	335,198	237,727
Other program services	202,206	-	202,206	203,739
Third-party insurance	161,755	-	161,755	155,555
Miscellaneous	148,590	-	148,590	169,973
Interest	12,882	-	12,882	12,316
Net Assets Released From Restriction	20,332	(20,332)	-	-
Total Support and Revenue	46,871,819	(20,332)	46,851,487	40,765,577
EXPENSES				
Program services:				
Case management	2,504,820	-	2,504,820	1,601,263
Early Intervention	1,486,067	-	1,486,067	1,617,293
Family support	904,720	-	904,720	902,307
Independent living	335,552	-	335,552	405,001
Residential and day services	8,882,378	-	8,882,378	8,923,317
Residential, day, and staff services - subcontract	18,350,452	-	18,350,452	16,484,213
Respite care	115,770	-	115,770	164,542
Self directed services	4,923,055	-	4,923,055	4,960,292
Start program and clinical	1,846,324	-	1,846,324	2,077,473
Total Program Services	39,349,138	-	39,349,138	37,085,701
Supporting Services:				
Management and general	4,377,206	-	4,377,206	3,267,356
Fundraising	90,000	-	90,000	25,000
Total Supporting Services	4,467,206	-	4,467,206	3,292,356
Total Expenses	43,816,344	-	43,816,344	40,378,057
CHANGE IN NET ASSETS	3,055,475	(20,332)	3,035,143	387,520
NET ASSETS, BEGINNING OF YEAR	5,317,717	20,332	5,338,049	4,950,529
NET ASSETS, END OF YEAR	\$ 8,373,192	\$ -	\$ 8,373,192	\$ 5,338,049

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

COMMUNITY BRIDGES

Statement of Functional Expenses
For the Year Ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	2020													2019 Total
	Program Services											2020 Total	2019 Total	
	Case Management	Early Intervention	Family Support	Independent Living	Residential and Day Services	Residential, Day, & Self Services - Subcontract	Respite Care	Self Directed Services	Start Program and Clinical	Total Program Services	Management and General			Fundraising
Personnel expense:														
Salaries and wages	\$ 857,759	\$ 842,594	\$ 487,809	\$ 244,565	\$ 4,084,731	\$ -	\$ -	\$ 2,456,072	\$ 1,237,888	\$ 10,861,428	\$ 2,358,954	\$ 82,800	\$ 13,333,182	\$ 12,534,327
Employee benefits	145,354	153,541	87,498	44,918	861,830	-	-	600,113	223,659	2,117,113	385,193	-	2,502,306	2,561,845
Payroll taxes	55,633	64,204	36,669	18,334	362,458	-	-	193,786	94,468	835,552	186,435	7,200	1,029,187	972,110
Subtotal personnel expense	1,078,956	1,060,339	611,976	307,817	5,909,019	-	-	3,289,971	1,556,015	13,814,093	2,960,582	90,000	16,864,675	16,128,182
Advertising	204	494	224	-	764	-	-	6,413	-	8,099	3,989	-	12,088	13,755
Client assistance:														
Payments	-	-	-	-	-	-	-	140,969	-	140,969	-	-	140,969	154,704
Assistance to individuals	22,572	-	186,469	-	25,359	-	115,514	17,087	-	362,001	-	-	362,001	362,001
Consumables	-	753	6,450	-	88,909	-	-	113,553	19,153	228,818	-	-	228,818	278,796
Therapy	251,441	242,716	-	-	9,555	-	-	2,153	7,470	513,335	-	-	513,335	501,673
Treatment services	-	-	250	-	1,996,584	-	-	417,765	-	2,414,599	683	-	2,415,282	2,709,760
Depreciation	-	-	-	-	-	-	-	-	-	-	449,306	-	449,306	414,807
Equipment maintenance	410	756	394	-	824	-	-	2,677	469	5,530	177,335	-	182,765	187,816
Grants and contributions	948,900	-	-	-	-	-	-	-	-	948,900	8,455	-	957,355	9,777
Insurance	2,743	1,786	912	-	64,011	-	256	4,683	1,561	75,952	10,310	-	86,262	74,786
Interest	-	-	-	-	-	-	-	-	-	-	136,030	-	136,030	111,588
Miscellaneous	31,557	4,220	4,757	-	1,240	-	-	689	1,333	43,856	29,811	-	73,667	81,963
Occupancy	59,505	42,052	58,773	-	288,471	-	-	39,123	38,307	526,231	224,696	-	750,927	875,029
Office	23,248	27,983	10,065	-	53,650	-	-	5,217	21,813	143,001	115,388	-	258,389	214,014
Operational supplies	53	40	43	-	49,094	-	-	9	6,070	55,309	28,429	-	83,738	83,455
Professional services and consultants:														
Accounting	-	-	-	-	-	-	-	-	-	-	15,900	-	15,900	16,250
Contracted staff	-	-	-	-	-	-	-	-	-	-	40,276	-	40,276	102,584
Fees for services	-	-	-	-	-	-	-	10,313	-	10,313	1,441	-	11,754	15,208
Legal	-	-	-	-	-	-	-	-	-	-	3,207	-	3,207	12,277
Other	43,948	34,816	73	35	138,732	-	-	23,700	149,697	390,401	135,745	-	526,146	571,567
Subcontractors	-	20,185	-	-	-	18,093,613	-	72,672	-	18,186,469	-	-	18,186,469	16,175,515
Staff development and training	1,191	4,605	18,920	-	3,554	-	-	-	4,285	32,655	29,050	-	61,705	75,574
Stipends	29,231	-	-	-	48,001	242,981	-	672,829	-	943,042	-	-	943,042	1,041,326
Travel	11,461	45,322	5,404	77,700	204,511	13,859	-	154,237	39,076	505,565	6,573	-	512,138	655,370
Total	\$ 2,504,820	\$ 1,486,067	\$ 904,720	\$ 335,552	\$ 8,852,378	\$ 18,350,452	\$ 115,770	\$ 4,923,055	\$ 1,846,324	\$ 39,349,138	\$ 4,377,206	\$ 90,000	\$ 43,816,344	\$ 40,378,057

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

COMMUNITY BRIDGES

Statement of Cash Flows
For the Year ended June 30, 2020
(with comparative totals for the year ended June 30, 2019)

	<u>2020</u>	<u>2019</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 3,035,143	\$ 387,520
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	449,306	414,807
Loss on disposal of fixed assets	8,416	-
Changes in operating assets and liabilities:		
Accounts receivable	(2,224,600)	841,403
Prepaid expenses	84,323	945
Accounts payable	614,780	(468,816)
Accrued payroll and related liabilities	374,727	54,502
Other liabilities	(34,122)	39,564
Security deposits	(10,000)	36,944
Custodial liability	98,360	(6,324)
Net Cash Provided By Operating Activities	<u>2,396,333</u>	<u>1,300,545</u>
Cash Flows From Investing Activities:		
Purchase of fixed assets	<u>(334,766)</u>	<u>(462,784)</u>
Net Cash Used By Investing Activities	(334,766)	(462,784)
Cash Flows From Financing Activities:		
Proceeds from Paycheck Protection Program loans	1,451,942	-
Proceeds of long-term debt	59,530	-
Payment of long-term debt	<u>(83,896)</u>	<u>(116,692)</u>
Net Cash Provided (Used) By Financing Activities	<u>1,427,576</u>	<u>(116,692)</u>
Net Change	3,489,143	721,069
Cash and Cash Equivalents and Restricted Cash, Beginning	<u>3,836,558</u>	<u>3,115,489</u>
Cash and Cash Equivalents and Restricted Cash, Ending	<u>\$ 7,325,701</u>	<u>\$ 3,836,558</u>
Supplemental Disclosures:		
Interest paid	<u>\$ 136,030</u>	<u>\$ 111,588</u>
Noncash financing	<u>\$ -</u>	<u>\$ 1,635,000</u>

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

COMMUNITY BRIDGES

Notes to Financial Statements
For the Year Ended June 30, 2020

1. Organization

Community Bridges (the Agency) is a nonprofit organization established in May 1983. It contracts with the New Hampshire Department of Health and Human Services (DHHS) to provide an array of community-based services and support for those with developmental disabilities located in the Merrimack County area of New Hampshire. Its major function is the coordination of services and support with those who are eligible to receive it. The majority of its funding is from federal and state government programs.

Community Bridges assures and maintains the integration, growth and interdependence of people with disabilities in their home communities so they have positive control over the lives they have chosen for themselves. Community Bridges is a leader in the development of and advocacy for innovative approaches in supporting families.

The Agency fulfills its mission by providing the following services and programs:

Family Support

Family support case management provides information, training, support, and connection to valued resources for families of children with chronic health conditions, developmental disability or their elders who experience frailty due to aging. Training is designed to help people take control of their lives, and help implement their dreams for a good life in the community and a healthy future. Community Bridges provides parent-to-parent connections, guardianship and future planning, family assistance, and enhances access to educational needs, support groups, leisure activities, housing and jobs or job training. This information, training and support gives the families and individuals a much better chance of becoming successful in meeting basic life needs.

Residential and Day Services

The day and residential services program embraces natural, community-based settings. Participant services are shaped around the unique needs of the individual and their family. By providing assistance with daily tasks on an as-needed basis, day and residential services allows individuals with disabilities to live the fulfilling and independent lives they and their families desire. Day and residential services participants live with a family member, roommate, independently, or in a staffed residence. By empowering participants to create their own life plans, make life decisions, and openly contribute to their Community Bridges partnership, we allow each participant to be in full control of their life. Individuals in Community Bridges' day and residential services receive guidance from direct support staff whose roles are to encourage participants to live their lives as independently as possible. Each staff member is screened, interviewed, and selected based on compatibility factors. Direct support staff members are trained to encourage participants to develop relationships within the community, allowing individuals to

become comfortable in their social setting. With the help of direct support staff, individuals and their families have the ability to connect to service providers in the community who best fit their needs.

Self-Directed Services

Participants in self-directed services include seniors, individuals with developmental disabilities, and individuals with acquired brain disorders. By promoting personal growth, responsibility, health, and safety, self-directed services allow participants to experience independence, community, inclusion, employment, and a fulfilling home life the way they want it. All participants of self-directed services have the option to customize a budget plan that best meets their individual needs. Community Bridges encourages individuals and their families to recruit, hire, and supervise people who provide them with assistance, and supports the individual through the hiring and management process as needed. Community Bridges strongly believes that individuals and their families in the self-directed services program should have complete choice and control over personal finances but have the assistance they need through workshops, guidelines, and advice to help maximize success.

Other Programs and Services

The Agency also provides respite care, independent living, early intervention, employment services, community support, and START services.

2. Summary of Significant Accounting Policies

Change in Accounting Principle

ASU 2014-09 and ASU 2018-08 Revenue Recognition

The Agency has adopted ASU 2014-09 – *Revenue from Contracts with Customers (Topic 606)*, as amended, and ASU 2018-08 – *Not-for-Profit Entities: Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 605)*, as management believes these standards improve the usefulness and understandability of the Agency's financial reporting. ASU 2014-09 and 2018-08 have been implemented in fiscal year 2020, and the presentation in these financial statements has been adjusted accordingly. Analysis of various provisions of these standards resulted in no significant changes in the way the Agency recognizes revenue, and therefore no changes to the previously issued audited financial statements (presented in these financial statements as comparative financial information) were required on a retrospective basis. The presentation and disclosures of revenue have been enhanced in accordance with the new standards.

ASU 2018-13 Changes to the Disclosure Requirements for Fair Value Measurement

In fiscal year 2020, the Agency has adopted ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*, which modifies the disclosure requirements for fair value measurements,

and removed disclosures related to transfers between Level 1 and Level 2 of the fair value hierarchy, the policy for timing transfers between levels, the valuation process of Level 3 fair value measurements, and a roll forward of Level 3 investments. The adoption of this ASU did not have a significant impact on the financial statements.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2019, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes are excluded from this definition. Overnight investments in government securities made through the Agency's sweep account are considered to be cash equivalents.

Restricted Cash

The Agency acts as custodian of consumer's funds. These funds are not the property of the Agency and, accordingly, are reported as restricted cash with a corresponding liability in the same amount on the Statement of Financial Position.

Accounts Receivable

Accounts receivable consists primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

Contributions Receivable

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions receivable are written off when deemed uncollectable.

Property and Equipment

Property and equipment additions over \$1,000 with a useful life in excess of one year are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal years 2020 and 2019.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions

Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Agency to expend the income generated by the assets in accordance with the provisions of additional donor imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

The Agency recognizes contributions when cash, securities, or other assets; an unconditional promise to give; or notification of a beneficial interest is received. Conditional promises to give – that is, those with a measurable performance or other barrier, and a right of return – are not recognized until the conditions on which they depend have been substantially met.

A portion of the Agency's revenue is derived from cost-reimbursable contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Agency has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position.

Revenues derived from providing program services, including residential fees, are recognized as services are provided. Rental income is recognized when the performance obligation of providing the space is satisfied. Program service fees paid in advance are deferred to the period to which they relate.

Donated Services and In-Kind Contributions

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets and (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair values of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Statement of Activities and Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Income Taxes

Community Bridges has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Agency is annually required to file a Return of Organization Exempt from Income Tax (Form 990)

with the IRS. In addition, it is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal years 2020 and 2019, the Agency was subject to unrelated business income tax and filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates, and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
- Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
- Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

New Accounting Standards to be Adopted in the Future Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the Statement of Financial Position at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statement of Activities. This ASU will be effective for the Agency for the fiscal year ending June 30, 2023. The Agency is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly-recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Agency for the fiscal year ending June 30, 2024. The Agency is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Contributed Nonfinancial Assets

In September 2020, the FASB issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; material and supplies, such as food, clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU

should be applied on a retrospective basis and are effective for annual reporting periods beginning after June 15, 2021. Early adoption is permitted. The Agency is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Statement of Financial Position, are comprised of the following at June 30, 2020:

	<u>2020</u>	<u>2019</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 7,058,250	\$ 3,667,467
Restricted cash	267,451	169,091
Accounts receivable, net	<u>4,330,688</u>	<u>2,106,088</u>
Total financial assets	11,656,389	5,942,646
Less amounts not available to be used within one year:		
Restricted cash	(267,451)	(169,091)
Net assets with donor restrictions	<u>-</u>	<u>(20,332)</u>
Financial assets available to meet general expenditures over the next year	<u>\$ 11,388,938</u>	<u>\$ 5,753,223</u>

The Agency regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Agency operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by restricted resources.

As part of its liquidity management plan, the Agency also has a \$1,600,000 revolving line of credit available to meet cash flow needs.

4. Accounts Receivable

Accounts receivable consists of the following at June 30, 2020 and 2019:

	<u>2020</u>			<u>2019</u>		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Medicaid	\$ 2,263,489	\$ (61,301)	\$ 2,202,188	\$ 2,115,564	\$ (209,078)	\$ 1,906,486
Third-party insurance	-	-	-	9,797	-	9,797
BDS	31,632	-	31,632	-	-	-
LTCS	688,800	-	688,800	-	-	-
Other	<u>1,498,253</u>	<u>(90,185)</u>	<u>1,408,068</u>	<u>189,805</u>	<u>-</u>	<u>189,805</u>
Total	<u>\$ 4,482,174</u>	<u>\$ (151,486)</u>	<u>\$ 4,330,688</u>	<u>\$ 2,315,166</u>	<u>\$ (209,078)</u>	<u>\$ 2,106,088</u>

5. Property and Equipment

Property and equipment consists of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Land	\$ 579,599	\$ 579,599
Buildings and improvements	4,886,749	4,842,799
Equipment and furniture	1,502,216	1,229,381
Vehicles	1,216,337	1,203,230
Construction in progress	<u>15,105</u>	<u>50,627</u>
Subtotal	8,200,006	7,905,636
Less accumulated depreciation	<u>(3,296,735)</u>	<u>(2,879,408)</u>
Total	<u>\$ 4,903,271</u>	<u>\$ 5,026,228</u>

6. Refundable Advances

On April 30, 2020 the Agency received a loan proceeds in the amount of \$3,481,685 under the Small Business Administration (SBA) Paycheck Protection Program (PPP). The PPP established as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which was enacted March 27, 2020, provides for loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses. The loan and accrued interest may be forgiven after twenty-four weeks providing the Organization uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains certain payroll levels. The amount of loan forgiveness will be reduced if the Organization terminates employees or reduces salaries during the twenty-four week period.

Any unforgiven portion of the PPP loan is payable over two years at an interest rate of 1.0% with deferral of payments for the first ten months. The Agency intends to use the proceeds for the purposes consistent with the PPP requirements. While the Agency believed that its use of the loan proceeds will meet the conditions for forgiveness, the Agency cannot guarantee that the loan will be forgiven, in whole or in part. In accordance with Generally Accepted Accounting Principles, the Agency has recognized \$2,055,744 of the PPP loan as revenue as a result of qualifying expenses incurred in fiscal year 2020. The remaining balance of the PPP loan, in the amount of \$1,451,942 is reflected as a refundable advance in the Statement of Financial Position.

On April 27, 2020, the Agency entered into a loan with the State of New Hampshire, Department of Health and Human Services as the lender, in the aggregate principal amount of \$26,000 from the COVID-19 Emergency Healthcare System Relief Fund, pursuant to Executive Order 2020-04. This loan was used to purchase personal protective equipment to protect our providers in the event of exposure to COVID-19.

7. Line of Credit

The Agency has a \$1,600,000 working capital line of credit agreement with a bank. The line is secured by all assets, is due on demand, and carries a variable rate of interest at the Wall Street Journal prime rate (3.25% at June 30, 2020). At June 30, 2020, the balance on this line of credit was \$0. The line was not utilized in fiscal year 2020.

8. Notes Payable

Notes payable consists of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Mortgage note payable to Merrimack County Savings Bank, monthly installments of \$320 of principal and interest at 4.4%, through February 2036, secured by land and building with a balloon payment of \$30,473.	\$ 57,980	\$ 59,243
Mortgage note payable to Merrimack County Savings Bank, monthly installments of \$540 of principal and interest at 4.4%, through February 2036, secured by land and building with a balloon payment of \$52,862.	98,878	100,954
Mortgage note payable to Merrimack County Savings Bank, monthly installments of \$917 of principal and interest at 4.4%, through February 2036, secured by land and building with a balloon payment of \$89,812.	169,019	172,502
Mortgage note payable to Merrimack County Savings Bank, monthly installments of \$876 of principal and interest at 4.4%, through February 2036, secured by land and building with a balloon payment of \$85,803.	160,772	164,130
Variable rate mortgage note payable to Merrimack County Savings Bank, secured by land and building, monthly installments of \$4,062 including principal and interest through July 2035. Rate is fixed for first five years at 4.25%. Interest is based on Five Year Treasury Bill adjusted to a constant maturity plus 2.25 percentage points. As of June 30, 2019 and 2018 the interest was 4.25%.	542,139	567,261
Mortgage note payable to New Hampshire Housing Authority, monthly installments of \$554 of principal and interest at 2.0%, through April 2022, secured by land and building.	11,934	18,279
Mortgage note payable to New Hampshire Housing Authority, monthly installments of \$746 of principal and interest at 3.0%, through April 2020, secured by land and building.	-	7,310
Mortgage note payable to New Hampshire Housing Authority, no interest note whereby the Agency is only required to repay if the property is sold, secured by land and building.	62,031	62,031

(continued)

(continued)

	<u>2020</u>	<u>2019</u>
Note payable to New Hampshire Health and Education Facilities Authority, monthly installments of \$1,018 of principal and interest at 1.0%, through July 2025, secured by real property.	\$ 59,530	\$ -
Mortgage note payable to Merrimack County Savings Bank, monthly installments of \$1,030 of principal and interest at 4.4%, through January 2036, secured by land and building with a balloon payment of \$110,960.	189,008	192,967
Note payable to New Hampshire Health and Education Facilities Authority, monthly installments of \$410 of principal and interest at 1.0%, through March 2020, secured by a vehicle.	-	3,677
Note payable to New Hampshire Health and Education Facilities Authority, monthly installments of \$855 of principal and interest at 1.0%, through December 2020, secured by a vehicle.	5,113	15,264
Note payable to New Hampshire Health and Education Facilities Authority, monthly installments of \$991 of principal and interest at 1.0%, through August 2019, secured by a vehicle.	-	1,980
Note payable to New Hampshire Health and Education Facilities Authority, monthly installments of \$1,009 of principal and interest at 1.0%, through November 2021, secured by a vehicle.	17,017	28,885
Variable rate mortgage note payable to Merrimack County Savings Bank, secured by land and building, interest only payments through October 2021, followed by monthly installments of \$9,254 of principal and interest at 5.0% through October 2023, thereafter installments of \$9,741 of principal and interest based on 5/25 Federal Home Loan Bank of Boston Rate Regular Amortizing Rate adjusted to a constant maturity plus 2.25 percentage points. As of June 30, 2019 the interest was 5.62%.	1,480,000	1,480,000
Variable rate mortgage note payable to Merrimack County Savings Bank, secured by land and building, monthly installments of \$438 of principal and interest at 5.0% through October 2023, thereafter installments of \$462 of principal and interest based on 5/25 Federal Home Loan Bank of Boston Rate Regular Amortizing Rate adjusted to a constant maturity plus 2.25 percentage points. As of June 30, 2019 the interest was 5.62%.	72,379	73,978
Variable rate mortgage note payable to Merrimack County Savings Bank, secured by land and building, monthly installments of \$468 of principal and interest at 5.0% through October 2023, thereafter installments of \$492 of principal and interest based on 5/25 Federal Home Loan Bank of Boston Rate Regular Amortizing Rate adjusted to a constant maturity plus 2.25 percentage points. As of June 30, 2019 the interest was 5.62%.	<u>77,204</u>	<u>78,910</u>
Total	3,003,004	3,027,371
Less amount due within one year	<u>(79,534)</u>	<u>(82,339)</u>
Notes payable, net of current portion	\$ <u>2,923,470</u>	\$ <u>2,945,032</u>

Maturities of notes payable are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2021	\$ 79,534
2022	93,639
2023	99,464
2024	108,633
2025	105,260
Thereafter	<u>2,516,474</u>
Total	\$ <u><u>3,003,004</u></u>

9. Custodial Liability

The Agency acts as the custodian of funds of certain consumers. Cash is deposited and checks are drawn on a separate bank account for the convenience of consumers. These funds are not the property of the Agency and, accordingly, are recorded as an asset with a corresponding liability in the same amount on the Agency's Statement of Financial Position.

10. Net Assets With Donor Restrictions

Net assets with donor restrictions are comprised of the following at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Subject to expenditure for specified purpose:		
Employee wellness	\$ -	\$ 16,736
Autism grant	-	<u>3,596</u>
Total	\$ <u><u>-</u></u>	\$ <u><u>20,332</u></u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors.

11. Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures which may be disallowed by the grantor cannot be

determined at this time, although the Agency expects such amounts, if any, to be immaterial.

12. Functionalized Expenses

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include occupancy, which is allocated to program and supporting services based primarily on square footage used for programs activities, and office expenses, which are allocated based on time and effort.

13. Retirement Plan

The Agency maintains a 403(b) plan for its employees. All employees are eligible to contribute to the plan. The Agency does not contribute.

14. Self Insurance

In June 2019, the Agency transitioned to a self-funded, comprehensive medical care benefits program. The cost of medical care is paid out of employee and employer contributions. The Agency has contracted with a third-party administrator to provide administrative services for the health care benefits program. The estimated liability for outstanding claims at June 30, 2020 and 2019 was \$375,000 and \$102,893, respectively.

15. Operating Leases

The Agency leases office facilities used for service coordination and administrative services pursuant to the terms of several six-year leases that expired in October 2019 and was extended for an additional four year period. The leases provide for two, two-year renewal options. The Agency is responsible for all utilities, repairs, maintenance, insurance, and a pro rata share of the real estate taxes and common area costs over a base. The base rent in the renewal period is \$231,315 per annum.

16. Commitments and Contingencies

COVID-19

The COVID-19 outbreak in the United States has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on our operational and financial performance, will depend on certain developments, including the duration and

spread of the outbreak, impact on those we serve, our funders, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operation is uncertain.

17. Concentrations of Risk

The majority of the Agency's funding and receivables balance at year end is from Medicaid and grants from the State of New Hampshire. As such, the Agency is dependent upon these revenue sources.

18. Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

19. Supplemental Disclosure of Cash Flow Information

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Statement of Financial Position to the same such amounts reported in the Statement of Cash Flows.

	<u>2020</u>	<u>2019</u>
Cash and Cash Equivalents	\$ 7,058,250	\$ 3,667,467
Restricted Cash	<u>267,451</u>	<u>169,091</u>
Total Cash, Cash Equivalents, and Restricted Cash shown in the Statement of Cash Flows	<u>\$ 7,325,701</u>	<u>\$ 3,836,558</u>

20. Subsequent Events

Subsequent events have been evaluated through February 8, 2021, the date the financial statements were available to be issued.