



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

*BUREAU OF DEVELOPMENTAL SERVICES*

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate Commissioner

105 PLEASANT STREET, CONCORD, NH 03301  
 603-271-5034 1-800-852-3345 Ext. 5034  
 Fax: 603-271-5166 TDD Access: 1-800-735-2964

November 28, 2012

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

*SOLE SOURCE*

**Requested Action**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental Services to enter into a **sole source** agreement with the Community Support Network, Inc., 10 Ferry Street, Suite 401, Concord, New Hampshire 03301-5081, vendor code 158146-B001, to implement specific projects to improve the availability and quality of community based long-term care supports and services to individuals with developmental disabilities and acquired brain disorders, in an amount not to exceed \$1,524,800, effective December 5, 2012, or the date of Governor and Executive Council approval, whichever is later, through June 30, 2013. Funds are available in the following account:

*100% FED*

**05-95-95-958010-3316 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: COMMISSIONER-COMMUNITY BASED CARE SERVICES, BALANCING INCENTIVE PROGRAM**

<u>Fiscal Year</u>	<u>Class/Object</u>	<u>Class Title</u>	<u>Amount</u>
2013	102-500731	Contracts for program services	\$1,524,800

**Explanation**

This Request is identified as sole source. A competitive bidding process was not a plausible option for the acquisition of these services. The activities and outcomes for the projects included in this agreement can only be carried out and fulfilled by specific Area Agencies, each of which is a member of the Community Support Network, Inc. All of the projects supported by this agreement involve unique specialized service models, tools, or strategies. The Community Support Network, Inc. is the only known entity with the topic specific expertise and the ability to coordinate the accomplishment of the projects on a statewide basis. The Community Support Network, Inc. is not receiving any compensation for administrative services while fulfilling this agreement.

Historically the Bureau of Developmental Services typically developed multiple contracts and contracted with the ten Area Agencies individually. However, for this request the Bureau is seeking to enter into a single agreement with the Community Support Network, Inc., that is a consortium of all ten Area Agencies, established in 1995. The Community Support Network, Inc. is a not-for-profit organization that works in support of the Area Agencies throughout New Hampshire that provide services to individuals with developmental disabilities and acquired brain injury and their families. The Community Support Network, Inc. identifies economic opportunities such as joint purchasing programs, consolidation of business services, development and management of new service ventures, and establishing cost reduction programs, all of which accrue to the economic benefit, directly or indirectly, of the member Area Agencies. Entering into a single agreement to acquire these services is less time

consuming and less costly for both the State of New Hampshire and the Area Agencies who are the providers of services directly to the public.

The State of New Hampshire Department of Health and Human Services applied for and was awarded a federal Balancing Incentive Payment Program grant by the Centers for Medicare and Medicaid Services. Through this grant the Department of Health and Human Services is seeking to improve the availability and quality of community based long-term care supports and services to individuals with developmental disabilities and acquired brain disorders.

As part of the Balancing Incentive Payment Program grant initiative, the Bureau of Developmental Services would like to use the available federal funds to enhance the capacity of New Hampshire's ten Area Agencies, which were created under RSA 171-A to serve individuals with developmental disabilities or acquired brain disorders.

The Bureau of Developmental Services and the Area Agencies recognize that there is significant potential to achieve greater efficiency in service access, infrastructure, operations, outcomes, and costs by consolidating a variety of resources and activities, such as staff training, developing clinical expertise, and operating pilot programs from which all the Area Agencies can learn and benefit. This centralization of resources through the Community Support Network, Inc. will bring about greater uniformity of practices within the entire statewide system and lead to sharing of best practices and utilization of more cost effective strategies.

The agreement with the Community Support Network, Inc. shall implement the following projects:

- The Area Agencies and their vendors are developing a centralized training process. This statewide approach shall bring about increased consistency and effectiveness in training outcomes and achieve a more cost effective utilization of training funds. This approach makes use of a unique training program called "Essential Learning", already being used by some of the Area Agencies for training of their staff that support people with developmental disability or mental illness. This agreement shall extend the use of "Essential Learning" to all the Area Agencies and their vendors by supporting the purchase of licensing fees, module development, site development, and staff training.
  - Performance measure: training of 2,000 direct service professionals
- A number of Area Agencies have piloted a distinct clinical program, called Systemic Therapeutic Assessment Respite Treatment (START), an intervention that can bring about long-term savings in reduced service needs for certain individuals with intense and complex needs. This agreement shall extend the use of the START model in all ten regions of the service system by supporting the provision of intensive trainings and supervision of area agency clinicians and for the facilitation of a more effective clinical collaboration between the Area Agencies, Mental Health Centers, and New Hampshire Hospital.
  - Performance measure: each Area Agency will have a certified START Coordinator (larger regions will have more than one START Coordinator)
- A START program for children shall be developed and implemented. This agreement shall be used for the development of a START curriculum for children with complex needs and for extensive trainings and supervision of Area Agency clinicians.
  - Performance measure: each Area Agency will have a certified children's START Coordinator
- For a number of years several of the Area Agencies have used an effective clinical approach called "Gentle Teaching" to address the needs of individuals who exhibit assaultive behaviors. This was done through purchasing services from out of state consultants, which tend to be costly. This agreement shall develop in-state capacity to provide "Gentle Teaching" training to all ten Area Agencies and vendor staff by developing a statewide infrastructure for the "Gentle Teaching" model. This agreement shall support

advanced “Train the Trainer” activities, creation of a leadership network, and creation of a resource center that disseminates information on best practices.

- Performance measure: the Area Agency system will create its own in-state capacity for utilization of the “Gentle Teaching” model and reduce its reliance of out of state consultants
- For the last year and half, some of the Area Agencies have piloted a risk management initiative, which has yielded meaningful results including the prevention of costly institutional placement. This agreement shall apply these results in all regions of the State by providing extensive training of staff, development of policy and protocol, and documentation and dissemination of best practices.
  - Performance measure: establish a well trained risk management committee in each region
- For the last three years, New Hampshire’s Area Agency system has used a nationally developed assessment tool called Support Intensity Scale (SIS) to evaluate the needs of adults that request services. The results of these assessments are helpful in services planning activities and future resource allocation. The current SIS tool is applicable only to adults with disabilities; there is a strong need for the development of a children’s version of SIS and this agreement shall allow for its development and implementation.
  - Performance measure: all Area Agencies and their vendors will have critical information from SIS assessments to be utilized when planning and providing services
- In employing the SIS tool, the Area Agencies have identified a need for staff training relative to maximizing utilization of the assessment information. Case Managers that are involved in service planning need to receive training in effective use of the SIS results. This agreement shall provide training of approximately 150 Case Managers in effective utilization of SIS assessment findings.
  - Performance measure: Case Managers (approximately 150 individuals including Case Manager Supervisors) in the Area Agency system will have in-depth training
- While the Area Agency system has long made use of strategies related to assistive technology, recent feedback from case managers has identified the need for more robust efforts, as current efforts are fragmented and produce limited results. This agreement shall develop the infrastructure for enhanced training for a case management level Assistive Technology Coordinator at each Area Agency, who will serve as a local resource to individuals, families, service staff, and providers regarding assistance technology options.
  - Performance measure: each region will have an Assistive Technology Coordinator as a resource and facilitator for assistive technology needs
- The State of New Hampshire’s Area Agency system has emphasized employment opportunities and services for people with disabilities. Currently about 36% of the adults between the ages of 21 and 64, who receive services are employed. A variety of obstacles limit employment outcomes. Also one of the ongoing barriers has been the individuals’ and families’ concern about loss of important benefits (e.g., Medicaid). Lack of information or misinformation about work incentives has had a negative impact on the number of people working. This agreement shall enhance current efforts to the Medicaid buy-in program to inform individuals and families regarding Work Incentives by augmenting the service system’s work web portal and enhanced dissemination of materials about the State’s Medicaid buy-in program, Medicaid for Employed Adults with Disabilities.
  - Performance measure: correct and relevant information will be provided to individuals and their families regarding work incentives
- As the State of New Hampshire continues implementation of a Medicaid managed care system, there is recognition that experience in “integrated care coordination” is limited. Pilot projects related to coordination of acute and long-term care services are planned. This agreement shall carryout a pilot

project regarding integrated care coordination by developing a Health Home, which shall include an Integrated Care Coordination Team, on-site, enabling "line of sight patient management," at the Dartmouth-Hitchcock Nashua clinic with collaboration of Gateways Community Services. The Integrated Care Coordination Team shall enroll 50 patients through outreach, share health and long term care information (through an established permission for consent process), create a Developmental Disability Patient Registry through Dartmouth-Hitchcock Nashua, and jointly produce individual results-oriented, measurable care plans.

- Performance measure: insure that the information and experience generated through the pilot will advance efforts, both at the regional and state level, regarding implementation and utilization of integrated care coordination
- A goal of New Hampshire's Balancing Incentive Payment Program is to improve the statewide infrastructure utilizing a "No Wrong Door" approach. The system currently consists of service silos, the community organizations have limited experience in working jointly to share resources and to respond to people's needs across disability groups. This agreement shall develop and pilot a "No Wrong Door" option, which is intended to improve case management services and reduce operating costs by co-locating the Salem region Area Agency (Community Crossroads, Inc.) and ServiceLink. By developing a single entry process where older adults, people with physical, intellectual and developmental disabilities of all ages and family caregivers can obtain the widest array of person-centered options and supports, allowing for choice, flexibility and overcoming of barriers.
  - Performance measure: the information and experience generated through the pilot will enhance efforts, both at the regional and state level, regarding implementation of a service system that utilizes a "No Wrong Door" approach, improve case management services, and reduce operating costs
- Many adults who get services through the Area Agency system continue to live with their families and receive supports from them. To provide families a break from care-giving responsibilities Area Agencies offer respite services. The system has had challenges in recruiting and retaining providers and coordinating respite services. This agreement shall provide for a program in the Nashua region to pilot a Respite Care Portal / Virtual Respite Center. This shall create a secure web-based marketplace where families can review and find preapproved respite workers. The pilot shall also develop Virtual Monitoring, whereby families can enroll in new service that provides installed audio, video, motion, door / window / stove sensor monitoring equipment that can be used remotely to monitor the safety of the family member who is home alone. Lastly, the pilot shall explore the development of respite bed capacity within existing Enhanced Family Care provider homes.
  - Performance measure: the pilot will provide enhanced safety to individuals and increase respite service capacity

As referenced in Exhibit C-1, paragraph 9, this agreement has the option for extension of the agreement until September 2015 (the end date of the Balancing Incentive Payment Program grant) upon acceptable performance of the Scope of Services, availability of funding, the agreement of the parties and subsequent approval by the Governor and Executive Council.

Should the Governor and Executive Council determine not to approve this request the Department of Health and Human Services, Bureau of Developmental Services would lose the capacity and opportunity to achieve significant improvement in service system operations and outcomes.

Area served: statewide.

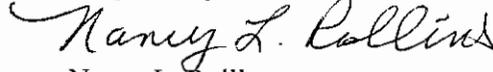
Source of funds: 100.00% Balancing Incentive Payment Program federal funds.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
Page 5

In the event that the federal funds become no longer available, general funds will not be requested to support this program.

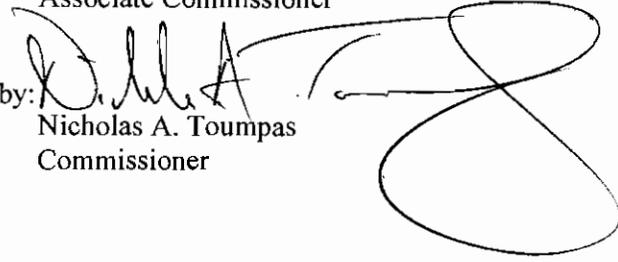
Your approval of this request would be greatly appreciated.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

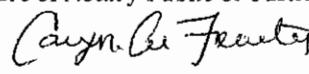
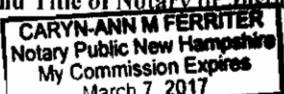
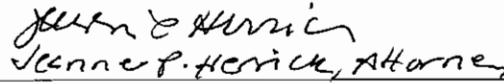
Subject: Improve the availability and quality of community based long-term care supports and services to individuals with developmental disabilities and acquired brain disorders

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Division of Community Based Care Services		<b>1.2 State Agency Address</b> 105 Pleasant St Concord, New Hampshire 03301-3852	
<b>1.3 Contractor Name</b> Community Support Network, Inc.		<b>1.4 Contractor Address</b> 10 Ferry Street Suite 401 Concord, New Hampshire 03301-5081	
<b>1.5 Contractor Phone Number</b> 603 229-1982	<b>1.6 Account Number</b> 05-95-95-958010-3316	<b>1.7 Completion Date</b> June 30, 2013	<b>1.8 Price Limitation</b> \$1,524,800
<b>1.9 Contracting Officer for State Agency</b> Nancy L. Rollins		<b>1.10 State Agency Telephone Number</b> (603) 271-5144	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Christine Santaniello, Board of Directors President	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>MERRIMA</u> CA On <u>11/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> 			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Nancy L. Rollins, Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Jennifer P. Herick, Attorney On: <u>26 Nov. 2012</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: CS  
Date: 10/9/12

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

## NH Department of Health and Human Services

## STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: November 7, 2012

CONTRACT PERIOD: December 5, 2012 to June 30, 2013

CONTRACTOR:

NAME: Community Support Network, Inc.

ADDRESS: 10 Ferry Street  
Suite 401  
Concord, New Hampshire 03301-5081

TELEPHONE: 603 229-1982

FAX: 603 223-2377

EMAIL: info@csni.org

EXECUTIVE DIRECTOR: Rich Crocker

**PROJECT #1: "Essential Learning" \$293,000**

**#1 Statement of Problem:** The trainings that are currently provided to direct service staff need to be more consistent and better coordinated to reduce high staff turnover and to achieve better service outcomes. Moreover, the regional training resources and funds need to be consolidated to enhance the system's staff development capacity without increasing future costs.

**#1 Solution:** The Area Agencies and their vendors are developing a centralized training process. This statewide approach will bring about increased consistency and effectiveness in training outcomes and achieve a more cost effective utilization of training funds. This approach makes use of a unique training program called "Essential Learning", already being used by some of the Area Agencies for training of their staff that support people with developmental disability or mental illness. The Contractor shall extend the use of "Essential Learning" to all the Area Agencies and their vendors by supporting the purchase of licensing fees, module development, site development, and staff training.

**#1 Outcomes:** Training of 2,000 direct service professionals who support individuals with disabilities and establishment of a centralized staff training and development infrastructure that will be administered through the Contractor. Current training funds will be used to sustain the centralized training that is being created.

**PROJECT #2: Systemic Therapeutic Assessment Respite Treatment (START) / Adults \$362,000**

**#2 Statement of Problem:** A number of adults who are served through the Area Agency system have behavioral and psychiatric needs, which are not being met consistently due to a significant lack of staff with appropriate clinical training. This scarcity of clinical capacity typically results in crises and institutionalizations (mostly at New Hampshire Hospital) for the individual and high cost service arrangements for the system.

**#2 Solution:** A number of Area Agencies have piloted a distinct clinical program, an intervention that can bring about long term savings in reduced service needs for certain individuals with intense and complex needs called Systemic Therapeutic Assessment Respite Treatment (START). The Contractor shall extend the use of the START model in all ten regions of the service system by supporting the provision of intensive trainings and supervision of Area Agency clinicians and for the facilitation of a more effective clinical collaboration between the Area Agencies, Mental Health Centers, and New Hampshire Hospital.

**#2 Outcomes:** Each Area Agency will have a certified START coordinator (larger regions will have more than one START Coordinator) to facilitate the provision of appropriate clinical services for those adults with behavioral and psychiatric needs. Collaborative activities between the Area Agencies, Mental Health Centers and New Hampshire Hospital regarding these individuals will be further improved to avoid and minimize crises, institutionalizations, and more costly services.

**PROJECT #3: START / Children \$134,000**

**#3 Statement of Problem:** The START program that is referenced above is applicable to and used for adults with disabilities. Since there has been a significant increase in incidents of Autism, there is a critical need for the same type of clinical resources for children. This request proposes to develop and implement a children's version of the START program.

**#3 Solution:** A START program for children will be developed and implemented. The Contractor shall be used for the development of a START curriculum for children with complex needs and for extensive trainings and supervision of Area Agency clinicians.

**#3 Outcomes:** Each Area Agency will have a certified children's START Coordinator to facilitate the provision of appropriate clinical services for children with behavioral and psychiatric needs. This new capacity will enable Area Agencies to address children's behavioral and psychiatric problems at an early age and enable children to continue to live with their families.

**PROJECT #4: "Gentle Teaching" \$90,000**

**#4 Statement of Problem:** For a number of years several of the Area Agencies have used a preventative clinical approach called "Gentle Teaching" to address the needs of individuals who exhibit assaultive behaviors. This was done through purchasing services from out-of-state consultants, which tends to be costly. The system needs to develop in-state capacity to provide "Gentle Teaching" training to Area Agency and vendor staff.

**#4 Solution:** Develop in-state capacity to provide "Gentle Teaching" training to all ten Area Agencies and vendor staff by developing a statewide infrastructure for the "Gentle Teaching" model. The Contractor shall support advanced "Train the Trainer" activities, creation of a leadership network, and creation of a resource center that disseminates information on best practices.

**#4 Outcomes:** New Hampshire's Area Agency system will create its own in-state capacity for utilization of the "Gentle Teaching" model and reduce its reliance of out-state consultants. The current training funds available to the Area Agencies will be used to sustain the new infrastructure of having in-state trainers of the "Gentle Teaching" model.

**PROJECT #5: Risk Management**

**\$90,000**

**#5 Statement of Problem:** In employing an exclusively community-based service arrangements (the State closed its institution in 1991) New Hampshire's regional system encounters, on occasion, difficulties in supporting those individual with disabilities that a pose a risk to community safety. As it was documented in Senate Bill 112 Committee Report, the service system needs to build an infrastructure for managing such risks.

**#5 Solution:** For the last year and half, some of the Area Agencies have piloted a Risk Management initiative, which has yielded meaningful results including the prevention of costly institutional placement. The Contractor shall apply these results in all regions of the State by providing extensive training of staff, development of policy and protocol, and documentation and dissemination of best practices.

**#5 Outcomes:** There will be a well trained risk management committee in each region, which will facilitate, support, and oversee activities related to risk management. The regional committees will collaborate with the statewide risk management committee to assist effective functioning of service arrangements for those who pose a risk to community safety.

**PROJECT #6: Support Intensity Scale (SIS)**

**\$41,300**

**#6 Statement of Problem:** For the last three years New Hampshire's Area Agency system has used a nationally developed assessment tool called Support Intensity Scale (SIS) to evaluate the services needs of adults that request services. The results of these assessments have been found to be helpful in services planning activities and future resource allocation. Unfortunately, the current SIS tool is applicable only to adults with disabilities. There is a strong need for the development of a children's version of SIS.

**#6 Solution:** The Contractor shall develop and implement a children's version of SIS.

**#6 Outcomes:** Area Agencies and their vendors will have critical information from SIS assessments in formulating service plans and providing supports to children with disabilities and their care-giving families.

**PROJECT #7: SIS / Case Managers**

**\$50,000**

**#7 Statement of Problem:** In employing the SIS tool, the Area Agencies have identified a need for training of their staff in utilization of the assessment information. Case managers that are involved in service planning need to receive training in effective use of the SIS results.

**#7 Solution:** The Contractor shall provide training of case managers in effective utilization of SIS assessment findings.

**#7 Outcomes:** Case managers (approximately 150 individuals including Case Manager Supervisors) in the Area Agency system will have in-depth training to make the most effective use of the SIS assessment results and to better facilitate person-centered service planning for individual with disabilities and their families.



integrated care coordination. Moreover, this pilot will enhance the delivery and quality of the health and medical services offered in the Nashua region of the Area Agency system will, which will serve as a model for other regions of the State.

**PROJECT #11: "No Wrong Door"**

**\$87,500**

**#11 Statement of Problem:** One of the goals of New Hampshire's BIP initiative is to improve the statewide infrastructure to utilize a "No Wrong Door" approach. Since the system currently consists of service silos, the community organizations have very little experience in working jointly to share resources and to respond to people's needs across disability groups. Pilot projects are needed to inform the system regarding the possibilities and challenges of an integrated approach.

**#11 Solution:** The Contractor shall develop and pilot a "No Wrong Door" option, which is intended to improve case management services and reduce operating costs by co-locating the Salem region Area Agency (Community Crossroads, Inc.) and ServiceLink. By developing a single entry process where older adults, people with physical, intellectual and developmental disabilities of all ages and family caregivers can obtain the widest array of person-centered options and supports, allowing for choice, flexibility and overcoming of barriers.

**#11 Outcomes:** The information and experience generated through the pilot will inform future discussions and efforts -both at the regional and state level- regarding implementation of a service system that utilizes a "No Wrong Door" approach. The project will also create an integrated system capacity in the Salem region, thereby improving both access to and quality of services, as well as achieving cost effectiveness through consolidation of resources.

**PROJECT #12: Respite Care Portal**

**\$130,000**

**#12 Statement of Problem:** Many adults who get services through the Area Agency system continue to live with their families and receive supports from them. To provide families a break from their caregiving responsibilities Area Agencies offer respite services. Unfortunately, the system has had challenges in recruiting / retaining providers and coordinating respite services. New ideas and strategies need to be explored to improve the delivery of respite services.

**#12 Solution:** The Contractor shall provide for a program in the Nashua region to pilot a Respite Care Portal / Virtual Respite Center. This will create a secure web-based marketplace where families can review and find preapproved respite workers. The pilot will also develop Virtual Monitoring, whereby families can enroll in a new service that provides installed audio, video, motion, door / window / stove sensor monitoring equipment that can be used remotely to monitor the safety of the family member who is home alone. Lastly, the pilot will explore the development of respite bed capacity within existing Enhanced Family Care provider homes.

**#12 Outcomes:** The information and experience generated through the pilot will inform future discussions and efforts regarding improving respite services offered through the Area Agency system.

## NH Department of Health and Human Services

### Exhibit B

#### METHODS AND CONDITIONS OF PAYMENT

1. Subject to the availability of State funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor services as set forth in Exhibit A. This contract is funded with federal funds in the amount of \$1,524,800 made available from the Catalog of Federal Domestic Assistance, CFDA #93.778, State Balancing Incentive Payment Program.
2. Payment to the Contractor shall be made on a monthly basis subject to the following conditions:
  - 2.1. The State shall make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by the Bureau, such other amounts as the Bureau determines necessary to maintain services. In no event shall the total of initial and monthly payments exceed the maximum price limitation in subparagraph 1.8. of the General Provisions of this Agreement.
  - 2.2. In the event that the Contractor does not provide the services listed in the Scope of Work, the Department reserves the right to withhold payments until such time as the Contractor demonstrates that the services have been provided.
  - 2.3. The Contractor shall submit to the State a statistical report and program reports as prescribed by the State for the periods ending March 31 and June 30. Such reports shall be submitted on forms provided or approved by the State and within the timelines established by the State. The State, at its discretion, may require that any or all of the foregoing reports be submitted on a monthly basis. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits such reports to the State's satisfaction.
  - 2.4. The State may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits to the State's satisfaction a plan of action to correct material findings noted in a State financial review.
  - 2.5. The State may withhold, in whole or in part, any contract payment for the ensuing contract period if routine State monitoring or State financial reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Corrective Action Plan(s) or to the State's satisfaction.
  - 2.6. Any expenditures not in accordance with budgeted amounts shall be reported to the State for that time period. Any expenditures, which exceed the approved budgets, shall be solely the financial transfer responsibility of the Contractor; however, such excess expenditures may be covered by the transfer of other funds where such transfer is permissible under this Agreement.
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

Contractor Initials: CS

Date: 11/7/12

**NH Department of Health and Human Services**

**STANDARD EXHIBIT C**

**SPECIAL PROVISIONS**

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

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

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

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

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

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

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

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

such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

**11. Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be

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

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

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

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

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

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

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

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

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

**SPECIAL PROVISIONS – DEFINITIONS**

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

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

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

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

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

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

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

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

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

**NH Department of Health and Human Services**

**STANDARD EXHIBIT C-I**

**ADDITIONAL SPECIAL PROVISIONS**

1. The Contractor shall comply with Title II of the Americans with Disabilities Act of 1990 and all other applicable state and federal laws.
2. The Contractor agrees that no sub-contract or assignment, even if approved by the State, shall relieve the Contractor of its obligations under this Agreement, and the Contractor shall be solely responsible for ensuring, by agreement or otherwise, the performance by any sub-contractor or assignee of all the Contractor's obligations hereunder.
3. The Contractor agrees that, to the extent the Centers for Medicare and Medicaid Services changes any provisions to the State Balancing Incentive Payment Program, the State has the right to modify service priorities and expenditure requirements under this Agreement.
4. The Contractor agrees to take all necessary steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, and equipment. To the extent practicable, all equipment and products purchased with grant funds made available through this award should be American-made.
5. The Contractor shall promptly notify (within thirty days or less) the Commissioner of DHHS of any and all actions or claims brought against the Contractor or any sub-contractor that impact upon the Contractor's ability to perform the requirements of this Agreement.
6. Products developed by the Contractor and sub-contractors under this award must be first approved by the State prior to being released to any type forums or for public dissemination. Products include: publications, training materials, software, brochures, reports, strategic plans, etc.
7. Each product must contain language that it was funded by Centers for Medicare and Medicaid Services grant funds and CFDA No. as follows: The preparation of this report (document, etc.) is financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Bureau of Developmental Services, with State Balancing Incentive Payment Program funds provided by the federal Centers for Medicare and Medicaid Services under CFDA #93.778.
8. The Contractor and its sub-contractors agree to submit copies of all products produced under this award to the State address.
9. Following the approval by the Governor and Executive Council, this contract shall commence upon Governor and Executive Council approval or December 5, 2012, whichever is later, and terminate on June 30, 2013, with the option for extension of the term of the contract until September 2015 to be exercised by mutual agreement by the parties, upon acceptable performance of the Scope of Services, availability of funding, and subsequent approval by the Governor and Executive Council.

10. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is amended as follows:

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

11. Early Termination

- 1) The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 2) In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 3) The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 4) In the event that services under the Agreement, including but not limited to clients receiving service under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 5) The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

Contractor Initials:   
Date: 11/7/12

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: CS  
Date: 11/7/12

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

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

Community Support Network, Inc. From: 12/5/2012 To: 6/30/2013  
 (Contractor Name) (Period Covered by this Certification)

Christine Santaniello Board of Directors President  
 (Name & Title of Authorized Contractor Representative)

 11/7/12  
 (Contractor Representative Signature) (Date)

Contractor Initials:   
 Date: 11/7/12

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: December 5, 2012 through June 30, 2013

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

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

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

[Handwritten Signature]

Christine Santaniello, Board of Directors President
(Authorized Contractor Representative Name & Title)

Community Support Network, Inc.
(Contractor Name)

11/7/12
(Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT F**

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

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: 

Date: 11/7/12

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: CS

Date: 11/7/12

**LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



(Contractor Representative Signature)

Christine Santaniello, Board of Directors President

(Authorized Contractor Representative Name & Title)

Community Support Network, Inc.

(Contractor Name)

11/7/12

(Date)

Contractor Initials: 

Date: 11/7/12

**NH Department of Health and Human Services**

**STANDARD EXHIBIT G**

**CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

Christine Santaniello, Board of Directors President

(Authorized Contractor Representative Name & Title)

Community Support Network, Inc.

(Contractor Name)

11/7/12

(Date)

Contractor Initials: 

Date: 11/7/12

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



(Contractor Representative Signature)

Christine Santaniello, Board of Directors President

(Authorized Contractor Representative Name & Title)

Community Support Network, Inc.

(Contractor Name)

11/7/12

(Date)

Contractor Initials: 

Date: 11/7/12

## NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

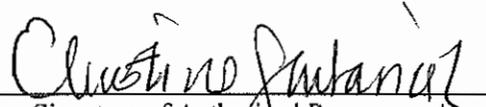
Contractor Initials: CS  
Date: 11/7/12

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

Department of Health and Human Services  
Division of Community Based Care Services  
The State Agency Name

Community Support Network, Inc.  
Name of the Contractor

  
Signature of Authorized Representative

  
Signature of Authorized Representative

Nancy L. Rollins  
Name of Authorized Representative

Christine Santaniello  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

Board of Directors President  
Title of Authorized Representative

11/21/12  
Date

11/7/12  
Date

Contractor Initials:   
Date: 11/7/12

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

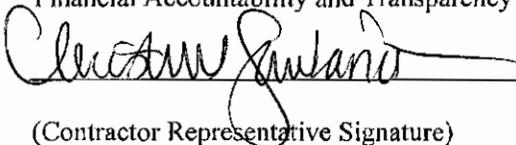
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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



Christine Santaniello, Board of Directors President

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Community Support Network, Inc.

11/7/12

(Contractor Name)

(Date)

Contractor initials: CS  
Date: 11/7/12  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is:

079544230

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

NO

YES

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

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

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

NO

YES

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

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

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

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

Amount: \_\_\_\_\_

Contractor initials: CS  
Date: 11/7/12  
Page # \_\_\_\_\_ of Page # \_\_\_\_\_

# 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 SUPPORT NETWORK, INC. is a New Hampshire nonprofit corporation formed May 15, 1995. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8<sup>th</sup> day of November, A.D. 2012

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Sandra Pelletier, do hereby certify that:

1. I am the duly elected Clerk of Community Support Network, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on November 7, 2012.

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental Services, concerning the following matter:

**To Provide: projects to improve the availability and quality of community based long-term care supports and services to individuals with developmental disabilities and acquired brain disorders**

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of **November 7, 2012.**

4. Christine Santaniello is duly elected President of the Corporation.

(Seal)  
(Corporation)

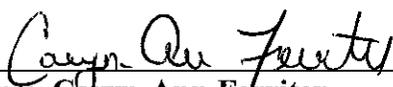
  
(Signature of Board Secretary)

State of **New Hampshire**

County of **Merrimack**

The foregoing instrument was acknowledged before me this 7 day of **November, 2012.**

By **Sandra Pelletier**

  
Name: **Caryn-Ann Ferriter**  
Title: Notary Public/Justice of the Peace

**CARYN-ANN M FERRITER  
Notary Public New Hampshire  
My Commission Expires  
March 7, 2017**

(Seal)  
(Notary Public)

Commission Expires: **March 7, 2017**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SC  
COMMU-1

DATE (MM/DD/YYYY)  
11/02/12

<b>PRODUCER</b>  Allied Insurance Agency, Inc. 500 South Street Bow NH 03304 Phone: 603-224-5394 Fax: 603-226-4265	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Community Support Network Inc 10 Ferry Street, Suite 401 Concord NH 03301	INSURER A: <b>MMG Insurance Company</b>	15997
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b>	BP 0415766	03/16/12	03/16/13	EACH OCCURRENCE	\$ 1000000
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250000
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
		<input checked="" type="checkbox"/> <b>Business Owners</b>				PERSONAL & ADV INJURY	\$ 1000000
		GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	\$ 2000000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2000000
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		<b>OTHER</b>				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

### OFFICE

This COI is issued as a matter of information only & confers no rights upon the certificate holder. This COI does not amend, extend, or alter the coverage, terms, exclusions, & conditions afforded by the policy(s) referenced herein

### CERTIFICATE HOLDER

### CANCELLATION

STATE#2  State of New Hampshire NHDHHS 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE <i>Sanche R. Cochrane</i>
--	---





**Community Support  
Network, Inc.**

*Supporting Meaningful Lives*

Concord Center  
10 Ferry St., Suite 401  
Concord, NH 03301

Phone: 603-229-1983  
Fax: 603-229-2377

Email: [rcrocker@csn.org](mailto:rcrocker@csn.org)

Member Agencies

Northern Human Services

Pathways of the River Valley

Lakes Region Community  
Services

Community Brides

Monadnock Developmental  
Services

Gateways Community  
Services

Moore Center Services

One Sky Community Services

Community Partners

Community Crossroads

November 7, 2012

Community Support Network, Inc.  
10 Ferry Street, Suite 401  
Concord NH 03301

Our Fiscal Year 2012 audit will not be completed until sometime late December 2012

Thank you,

Richard Crocker  
Executive Director

To the Board of Directors  
Community Support Network, Inc.  
Concord, New Hampshire

**INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying statements of financial position of Community Support Network, Inc. (a New Hampshire nonprofit corporation) as of June 30, 2011 and 2010 and the related statements of activities and cash flows for the years then ended, and the statement of functional expenses for the year ended June 30, 2011. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits. The prior year summarized comparative information has been derived from the Organization's 2010 financial statements and, in our report dated February 10, 2011, we expressed an unqualified opinion on those statements.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Support Network, Inc. as of June 30, 2011 and 2010, and the changes in its net assets and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

*Leone, McDonnell & Roberts  
Professional Association*

October 14, 2011  
Concord, New Hampshire

**COMMUNITY SUPPORT NETWORK, INC.**

**STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2011 AND 2010**

**ASSETS**

	<b><u>2011</u></b>	<b><u>2010</u></b>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 702,404	\$ 955,861
Due from area agencies	158,207	100,168
Prepaid expenses	<u>1,800</u>	<u>3,022</u>
Total current assets	<u>862,411</u>	<u>1,059,051</u>
<b>PROPERTY, NET</b>	<u>8,572</u>	<u>9,336</u>
<b>OTHER ASSETS</b>		
Security deposit	<u>1,015</u>	<u>1,015</u>
Total other assets	<u>1,015</u>	<u>1,015</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 871,998</u></b>	<b><u>\$ 1,069,402</u></b>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 124,162	\$ 83,935
Accrued payroll and related expenses	1,299	964
Funds held for agencies	<u>444,355</u>	<u>833,734</u>
Total current liabilities	569,816	918,633
<b>UNRESTRICTED NET ASSETS</b>	<u>302,182</u>	<u>150,769</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 871,998</u></b>	<b><u>\$ 1,069,402</u></b>

See Notes to Financial Statements

COMMUNITY SUPPORT NETWORK, INC.

**STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED JUNE 30, 2011 AND 2010**

	<u>2011</u>	<u>2010</u>
<b>SUPPORT AND REVENUES</b>		
Program revenue	\$ 904,201	\$ 601,992
Area agency assessment revenue	164,354	178,305
Interest income	<u>1,206</u>	<u>1,658</u>
Total support and revenues	<u>1,069,761</u>	<u>781,955</u>
<b>EXPENSES</b>		
Program services:		
Area agency and board supports	457,784	372,696
Governmental regulation and advocacy	35,300	37,410
Program administration and development	117,060	114,083
Quality outcomes project	48,546	74,284
SIS Project	<u>138,013</u>	<u>76,307</u>
	796,703	674,780
Supporting activities:		
General management	<u>121,645</u>	<u>100,994</u>
Total expenses	<u>918,348</u>	<u>775,774</u>
<b>CHANGE IN UNRESTRICTED NET ASSETS</b>	151,413	6,181
<b>UNRESTRICTED NET ASSETS, BEGINNING OF YEAR</b>	<u>150,769</u>	<u>144,588</u>
<b>UNRESTRICTED NET ASSETS, END OF YEAR</b>	<u>\$ 302,182</u>	<u>\$ 150,769</u>

See Notes to Financial Statements

**COMMUNITY SUPPORT NETWORK, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2011 AND 2010**

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

**Nature of Organization**

Community Support Network, Inc. (CSNI) is a nonprofit corporation established under the laws of the state of New Hampshire in May of 1995.

CSNI was established to support New Hampshire's Area Agency System. The New Hampshire Area Agency System is comprised of ten private, nonprofit corporations designated by the New Hampshire Division of Developmental Services to provide services to individuals with developmental disabilities and their families in each of New Hampshire's twelve geographic regions. CSNI's board of directors is comprised of one representative from each area agency.

**Basis of Accounting**

The financial statements are prepared on the accrual basis of accounting. The significant accounting policies are described below to enhance the usefulness of the financial statements to the reader.

**Basis of Presentation**

The financial statement presentation follows the recommendations of FASB ASC 958-205 *Not-for-Profit Entities – Presentation of Financial Statements*. Under FASB ASC 958-205, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. As of June 30, 2011 and 2010, the Organization had only unrestricted net assets.

**Summarized Financial Information**

The statement of functional expenses includes prior year summarized comparative information in total but not by program. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2010, from which the summarized information was derived.

**Estimates**

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

### **Cash and Cash Equivalents**

The Organization considers all highly liquid investments with initial maturities of three months or less to be cash equivalents. Cash equivalents as of June 30, 2011 and 2010 represent repurchase agreements.

The Organization acts as agent for certain nonprofit organizations in connection with the payment of certain insurance benefits and other payments. At June 30, 2011, \$444,355 of the total \$702,404 of cash and cash equivalents and at June 30, 2010, \$833,734 of the total \$955,861 of cash and cash equivalents was restricted for agency insurance and other transactions. (See **Agency Funds** below and Note 7.)

### **Property and Equipment**

Property and equipment is recorded at cost, except for donated assets, which are recorded at estimated fair value at the date of the donation. Property purchased with a useful life in excess of one year is capitalized. Depreciation is computed on the straight-line basis over the estimated useful lives of the related assets as follows:

Equipment, furniture and fixtures	5 - 7 years
-----------------------------------	-------------

Depreciation expense for the years ended June 30, 2011 and 2010 was \$2,130 and \$1,103, respectively.

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

### **Contributions**

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

### **Income Taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. However, income from certain activities not directly related to the Organization's tax-exempt purposes might be subject to taxation as unrelated business income, if incurred. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A), and has been classified as an organization that is not a private foundation under Section 509(a)(1).

The Organization's income tax filings are subject to audit by various taxing authorities. The Organization's open audit periods are 2008 through 2011. The Organization believes that it has appropriate support for any tax position taken, and as such, does not have any uncertain income tax positions that are material to the financial statements.

### **Agency Funds**

The Organization acts as a pass-through entity for the payment of certain employee benefit premiums and other payments. The Organization receives monthly benefit premiums from participating nonprofit organizations, including several of New Hampshire's Area Agencies. The Organization then remits these premiums to the appropriate insurance carriers. These funds are classified as a liability and recorded as "funds held for agencies" in the accompanying financial statements. The changes in such agency funds are summarized in Note 7.

### **SUBSEQUENT EVENTS**

Subsequent events have been evaluated through October 14, 2011, the date the financial statements were available to be issued.

## **2. PROPERTY**

As of June 30, 2011 and 2010 property consisted of the following:

	<b><u>2011</u></b>	<b><u>2010</u></b>
Equipment	\$ 17,287	\$ 15,921
Furniture and fixtures	<u>1,765</u>	<u>1,765</u>
Total	19,052	17,686
Less accumulated depreciation	<u>(10,480)</u>	<u>(8,350)</u>
Net property	<b><u>\$ 8,572</u></b>	<b><u>\$ 9,336</u></b>

## **3. RETIREMENT PLAN AND EMPLOYEE BENEFITS**

The Organization maintains a voluntary contributory 403(b) plan for employees who meet the eligibility requirements. Employees who are 21 years of age are eligible to participate on the first day of their employment. Plan contributions are fully vested and non-forfeitable when contributions are made. There were no employer contributions during the years ended June 30, 2011 and 2010.

## **4. LEASE COMMITMENTS**

The Organization rents its office space under the terms of an annual operating lease in effect through February 28, 2012. Rent expense incurred under the lease agreement aggregated \$12,584 and \$12,582 for the years ended June 30, 2011 and 2010, respectively.

The future minimum lease payment under the terms of the operating lease for the year ended June 30, 2012 is \$8,388.

## **5. RELATED PARTIES**

The board of directors of the Organization is comprised of the executive directors of the New Hampshire Area Agencies that it supports and services (See note 1). Substantially all activity conducted by the Organization is with these area agencies.

6. **CREDIT CARDS PAYABLE**

During the year ended June 30, 2011 and 2010, the Organization had two credit card agreements in effect. Total combined credit available under these agreements aggregated \$11,500. Interest rates ranged from 12.24% to 20.8%. Repayment terms were variable. The credit cards are unsecured. There were no amounts outstanding on these credit cards at June 30, 2011 and 2010.

7. **FUNDS HELD FOR AGENCIES**

The financial effects of transactions related to agency funds are recorded as changes in the funds held for agencies liability and are not included in the statement of activities.

	<u>2011</u>	<u>2010</u>
Additions:		
Insurance reimbursements	\$ 953,431	\$ 922,381
Working fund deposits	137,250	458,159
Deductions:		
Insurance premium	(966,881)	(919,150)
Release of "Rainy Day" Funds	(166,112)	(208,808)
Working fund payouts	<u>(347,067)</u>	<u>(100,999)</u>
Change in balance	(389,379)	151,583
Balance in agency funds, beginning of year	<u>833,734</u>	<u>682,151</u>
Balance in agency funds, end of year	<u>\$ 444,355</u>	<u>\$ 833,734</u>

8. **CONCENTRATION OF RISK**

For the years ended June 30, 2011 and 2010, approximately 99% of the Organization's total revenue was received from the New Hampshire Department of Health and Human Services, Division of Developmental Service's area agency system. The future existence of the Organization is dependent upon continued support from these agencies.

9. **FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK**

The Organization is a party to financial instruments with off Statement of Financial Position risk in the normal course of business. The majority of overnight deposit balances are swept into a repurchase agreement. These "swept funds" are invested in a nonfederally insured federated government investment account. The balance in this account was \$761,000 at June 30, 2011 and \$960,000 at June 30, 2010. Management does not believe that there is significant credit risk associated with this repurchase agreement.

10. **RECLASSIFICATION**

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

***Community Support Network Inc***  
***Key Administrative Employees***

Rich Crocker, Executive Director

\$97,000.00

[rcrocker@csni.org](mailto:rcrocker@csni.org)

Dotty Treisner, PhD, Director of Special Projects

\$81,300.00

[dtreisner@csni.org](mailto:dtreisner@csni.org)

Kathy Garafalo, Business Manager

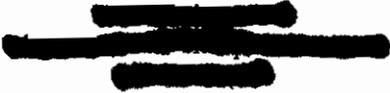
\$40,950.00

[kgarafalo@csni.org](mailto:kgarafalo@csni.org)

This contract will not pay any portion of these employee's salaries.

Resume

Richard D. Crocker



**Employment History**

*November 2011 to November 2012*

**Executive Director**

Community Support Network, Inc.  
Concord, New Hampshire

• Executive Director of the organization supporting system level functions of the ten Area Agencies in New Hampshire

*May 2009 to November, 2011*

**Retired**

*May 2006 to May 2009*

**Executive Director**

ATECH Services  
Laconia and Concord, New Hampshire

• Chief Executive Officer of ATECH Services, the State of New Hampshire's largest provider of assistive technology services across all age levels and disability groups providing evaluation, demonstrations, loans, and refurbishment services and sales through its three program areas—the NH Vision and Hearing Network, NH Assistive Technology Equipment Center, and the Refurbished Equipment Marketplace

*October 1999 to May, 2006*

**Executive Director**

Lakes Region Community Services Council  
Laconia, New Hampshire

- Chief Executive Officer of the Lakes Region Community Services Council, one of New Hampshire's twelve regional area agencies for persons with developmental disabilities.
- Responsible for all aspects of Board of Directors operations.
- Provided leadership in corporate re-structuring activities leading to more streamlined, cost effective organizational relationships among five affiliate corporations.
- Oversaw a budget of \$18 million with more than 275 direct employees and three vendor corporations across multiple program areas including early intervention, family support, residential alternatives, adult foster care, employment services, day habilitation, and case management.

*February 1999 to October 1999*

**Director of Special Projects**

State of New Hampshire Department of Health and Human Services  
Concord, New Hampshire

- Conducted analyses of departmental programs and budgets looking for revenue maximization opportunities.
- Organized strategies for use of Federal Medicaid funds to both offset state general fund losses and to enhance certain program operations

*January 1998 to February 1999*

**Director of Planning and Development**

Lakes Region Community Services Council  
Laconia, New Hampshire

- Conducting research, planning, and development activities related to the creation of ATECH Services home health business, Homecare for Independent Living, including issues related to Medicare, Medicaid, clinical information systems, staff training, and strategic marketing.
- Planning and development of Aging With Ease, a storefront enterprise designed to bring assistive technology to seniors in support of aging in place.
- Provision of consultation and training services to outside agencies in the areas of elderly and developmental disability services.
- Conducting of research, planning, and training in the development of new funding streams for affiliate organizations.
- Participation with advocacy groups to support the interests of elderly consumers, including AARP, Belknap County Committee on Aging, the Senior Action Network, the State Committee on Aging, and Creating Tomorrow's Choices.

*October 1996 to January 1998*

**Director, Division of Elderly and Adult Services**

State of New Hampshire Department of Health and Human Services  
Concord, New Hampshire

- Promoted the state's first long term care policy, which laid the foundation for subsequent planning and legislative efforts.
- Provided leadership in the writing of "Shaping Tomorrow's Choices," the State of New Hampshire's blueprint for changing the long term care system.
- Directed initial reorganization of the Division of Elderly and Adult Services which brought under one management structure all the programs and funding for the long term care system, including Title XX, the Older American's Act, state general funds, and Medicaid.
- Promoted the advocacy role of the State Committee on Aging and local Area Committees on Aging in the evolution of the long term care system.

## **Community Support Network, Inc.**

### **Our Mission**

Community Support Network, Inc. and its member agencies will continually strive:

- To promote public policy, at all levels, which enhances the lives of people with disabilities and their families.
- To educate ourselves, the people we serve, and the general public, about issues important to people with disabilities and their families.
- To facilitate the exchange of information among agencies in order to share best practices and promote state of the art supports to people with disabilities and their families.

## Board of Directors

### Region 1

Dennis MacKay  
Northern Human Services  
87 Washington Street  
Conway, NH 03818  
v: 603.447.3347 x3013  
f: 603.447.8893

### Region 2

Mark Mills  
Pathways of the River Valley  
RD#3, Box 305  
Claremont, NH 03743  
v: 603.542.8706 x117  
f: 603-542-0421

### Region 3

Chris Santaniello  
Lakes Region Community Services  
PO Box 509  
Laconia, NH 03247  
v: 603.524.8811  
f: 603.524.0702

### Region 4

Roy Gerstenberger  
Community Bridges  
2 Whitney Road  
Concord, NH 03301  
v: 603.225.4153 x239  
f: 603.225.0376

### Region 5

Alan Greene  
Monadnock Developmental Services  
121 Railroad Street  
Keene, NH 03452  
v: 603.352.1304 x1242  
f: 603.352.1637

### Region 6

Sandy Pelletier  
Gateways Community Services  
144 Canal Street  
Nashua, NH 03064  
v: 603.459.2701  
f: 603.889.5460

### Region 7

Paul Boynton  
Moore Center Services  
195 McGregor Street Unit 400  
Manchester, NH 03102  
v: 603.668.5423  
f: 603.206.2706

### Region 8

Bob James  
One Sky Community Services Inc.  
755 Banfield Road  
Portsmouth, NH 03801  
v: 603.436.6111 x303  
f: 603.436.4622

### Region 9

Brian Collins  
Community Partners  
Forum Court, 113 Crosby Rd., Ste. 1  
Dover, NH 03820  
v: 603.749.4015  
f: 603.743.3244

### Region 10

Dennis Powers  
Community Crossroads  
8 Commerce Drive  
Atkinson, NH 03811  
v: 603.893.1299 x315  
f: 603.893.5401

### Family Representative

Dan Louney  
[REDACTED]  
[REDACTED]  
[REDACTED]

### Executive Director

Rich Crocker  
Community Support Network, Inc.  
10 Ferry Street, Suite 401  
Concord, NH 03301  
v: 603.229.1982  
f: 603.223.2377

## NH Department of Health and Human Services

BUDGET

<b>Project No.</b>	<b>Project Title</b>	<b>SFY 2013 Budget</b>
1	"Essential Learning"	\$293,000
2	START / Adults	\$362,000
3	START / Children	\$134,000
4	"Gentle Teaching"	\$90,000
5	Risk Management	\$90,000
6	Support Intensity Scale (SIS)	\$41,300
7	SIS / Case Managers	\$50,000
8	Assistive Technology	\$75,000
9	MEAD	\$72,000
10	ICT - Health Home	\$100,000
11	"No Wrong Door"	\$87,500
12	Respite Care Portal	<u>\$130,000</u>
<b>Total SFY 2013</b>		<b>\$1,524,800</b>