



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

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Nicholas A. Toumpas Commissioner

Nancy L. Rollins Associate Commissioner BUREAU OF DEVELOPMENTAL SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857 603-271-4488 1-800-852-3345 Ext. 4488 Fax: 603-271-4902 TDD Access: 1-800-735-2964

July 21, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community-Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into an agreement not to exceed \$46,114.00 with Gateways Community Services (formerly Area Agency of Greater Nashua, Inc.), 144 Canal Street, Nashua, New Hampshire 03064, to plan and create a web-based Locator of trained respite providers for NH caregivers, effective August 15, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2014.

Funds to support this request are anticipated to be available in the future operating account in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-93-930010-5340 DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, NH LIFESPAN RESPITE CARE PROJECT

Appropriation Number	Description	SFY 2014 Amount	TOTAL	
502-500557	Specialty Clinics	\$46,114.00	\$46,114.00	

EXPLANATION

In 2006, the President signed the national Lifespan Respite Care Act, with an intent to coordinate respite activities for families and caregivers of all individuals across the lifespan, as the name implies, who have disabilities and/or chronic health conditions. The responsibility for this program was given to the U.S. Administration on Aging (AoA). The AoA issued the first grants for Lifespan Respite projects in 2009 and New Hampshire received one of the ten grants awarded. NH was the only state whose lead agency was not an AoA agency. New Hampshire's proposal represented a strong collaboration amongst the agencies within DHHS, especially within the Division of Community-Based Care Services, with the Lead Agency identified as Special Medical Services (SMS). SMS is the state's Title V-Children with Special Health Care Needs agency and is a Section within the Bureau of Developmental Services.

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Her Excellency, Governor Margaret Wood Hassan and the Honorable Council July 21, 2013 Page 2 of 2

The intent of the NH Lifespan Respite Care Project is to launch a competency-based curriculum to train respite providers and create a registry of those trained; to facilitate the creation of a statewide Respite Coalition.

Approval of this request shall allow the Project to launch a web-based platform that will create a registry of those having completed a competency-based curriculum to train respite providers. An SMS led group of stakeholders have been working on a competency-based curriculum for several years. This stakeholder group has had DHHS, family and community representation. They have overseen the implementation of a competency-based curricula and have now identified Gateways Community Services NH resource application using Rewarding Works software, as the system that would best meet NH's needs. Rewarding Works has only one administering agency for NH. This agency is Gateways Community Services in Nashua, NH. This unique relationship requires approval of this request as a sole source agreement.

This approval shall make available to all caregivers in NH a common point of access to the registry of current and future trained respite providers.

The following performance measures shall be used to measure the effectiveness of the agreement:

- Maintain the established host relationship with Rewarding Works and initiate a working Locator for Respite Providers by September 15, 2013.
- Demonstrate outreach and awareness activities that target caregivers in all NH Counties.
- Act as point of contact for quality assurance activities including completion of background checks on 100% of new respite providers within 1 month of application to the registry.

Should Governor and Executive Council determine not to authorize this request NH caregivers will not have a system of identification of available respite providers that is accessible, comprehensive and family centered.

Area served: Statewide

Source of funds: 100% Federal Funds from the US Administration on Aging.

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

Respectfully submitted,

Nancy L. Rollins

Associate Commissioner

Approved by:

Nicholas A. Toumpas

Commissioner

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Subject:

Lifespan Respite Provider Network/NH Rewarding Works Program

AGREEMENT

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

GENERAL PROVISIONS

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1. IDENTIFICATION.				
1.1 State Agency Name		1.2 129 I	State Agency Address Pleasant Street	
Special Medical Services So	ection		ord, NH	
Bureau of Developmental S			1-3857	
Division of Community Bas				
1.3 Contractor Name		1.4	Contractor Address	
		144 (Canal Street	
Gateways Community Serv	ices	Nash	ua, NH	
(formerly: Area Agency of	Greater Nashua, Inc.)	0306	0	
1.5 Contractor Phone	1.6 Account Number	1.7	Completion Date	1.8 Price Limitation
Number	010-093-5340-502-0557		-	
603-882-6333		June	30, 2014	\$46,114.00
1.9 Contracting Officer	for State Agency	1.10	State Agency Telepho	one Number
	•		8 7 1	
Nancy L. Rollins, Associate	Commissioner	603-2	271-8181	
1.11 Contractor Signatu	re	1.12	Name and Title of Co Sandia B	ntractor Signatory
			SANDIA BI	telletier_
A. J. a. K	1-01/2		PARO	
1.13 Acknowledgement:	State of Hills horous County of	>t │ (
1.15 Acknowledgement.	State of 17 1115 And 1005 County C)1		
on 7/23//3	, before the undersigned office	er nerso	nally appeared the person	identified in block 1.12 or
	he person whose name is signed in blo	ck 1 11	and acknowledged that s/	he executed this document in the
capacity indicated in block		on 1.11,	and domino wiedged that or	no executed this decument in the
	ry Public or Justice of the Peace			
1.13.11 Signature of Nota	if I do not outlied of the I caec —	į	ESLIE A. SIMAYS	
			NOTARY PUBLIC	
TSeal S	- ex simay	Sta Mu	te of New Hampshire Commission Expires	
1 12 2 Name and Title of	6 Notamu an Justice of the Date	IVIY	February 18, 2014	
1.13.2 Name and Title of	f Notary or Justice of the Peáce			
1.14 State Agency Sign	nature	1.15	Name and Title of Sta	te Agency Signatory
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Na	nsy J. Kollins	Nanc	y L. Rollins, Associate Co	ommissioner
1.16 Approval by the I	N.H. Department of Administration,	Divisio	n of Personnel (if applica	able)
By:		Direc	etor, On:	
	Attack Committee Contract			
	Attorney General (Form, Substance	and Exe	ecution)	
Jeddon E	Herry		25 441. 20	n / 2
By: Veanne P	. Heriux attorner	On:	45 mi. 20	7/3
1.18 Approval by the (Governor and Executive Council			
Dv.		One		
By:		On:		

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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

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.

Page 2 of 4

- 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
- 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.

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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.

Page 3 of 4

- 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
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence: and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: Date: 7,23//

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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.

Page 4 of 4

- **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.

Contractor Initials:

Initials:
Date:

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STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE:		encing upon date of ever is later, through		or & Council approval or August 15, 2013,), 2014.
CONTRACT PE	RIOD:	August 15, 2013	to	June 30, 2014
CONTRACTOR	t:			
NAME:		Gateways Communi (formerly: Area Age	•	
ADDRE	SS:	144 Canal Street		
	_	Nashua, NH		
		03064		
TELEPHONE:	_	603-882-6333		
FAX:	_	603-889-5460		
EMAIL:	_	Pvanvoorhis@gatev	vayscs.o	org

The Lifespan Respite Provider Network/NH Rewarding Works Program contracted through the Special Medical Services Section shall focus on creating and maintaining a workforce registry with a focus on competency based on-line training and technical assistance.

Sandra B. Pelletier, President & CEO

1. General Provisions:

EXECUTIVE DIRECTOR:

- A. The **Contractor** shall take primary responsibility for coordinating the day-to-day management of the Lifespan Respite Provider Network/NH Rewarding Works Program.
- B. The **Contractor** shall consult with the Special Medical Services Section, or the Special Medical Services identified representative of the Lifespan Respite Coalition, regarding planning, website creation & implementation and participant tracking.

NH DHHS, Office of Business Operations Standard Exhibit A – Scope of Services January 2009

- C. The Contractor provides documentation of program progress, accomplishments and statistics through the reporting mechanism established by the Special Medical Services Section's administrative staff.
- D. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
- Required activities of the Lifespan Respite Provider Network/NH Rewarding Works 2. Program shall include, but not be limited to, the following:
 - 2.1. Maintain the established host relationship with Rewarding Works.
 - 2.2. Facilitate creation of a web-based respite provider registry (referred to as the "Respite Provider Locator") that will be operational by September 15, 2013.
 - 2.3. The Respite Provider Locator will incorporate at least the following:
 - 2.3.1. Two unique Respite Provider Tracks
 - 2.3.1.1. One for individuals certified to have completed approved training by the Special Medical Services Section and/or the Lifespan Respite Coalition.
 - 2.3.1.2. One for volunteer providers including the ability to distinguish those who have participated in the REST training and those who were selfreferred to the Respite Provider Locator.
 - 2.3.2. A data field for "findings" that will identify the status "as of this date" for completed background checks with options for NH Criminal Records, BEAS registry, and the DCYF registry (field labels will be identified by Special Medical Services).
 - 2.3.3. A universal web-based application, for any respite providers to join the locator, which has been mutually agreed upon. This shall include optional features available from Rewarding Works.
 - 2.3.4. Narrative text that has been authored and/or approved by SMS staff. This text will appear in the description fields, information boxes and 'call-out' boxes related to respite services and providers.
 - An active link to the Lifespan Respite Competency Based Training, through the identified link(s) provided by SMS.
 - 2.4. Gateways Community Services shall be responsible for:
 - Identifying a staff person to act as the contact for all respite and Rewarding Works activities.
 - 2.4.2. Assurance that all locator components identified in Section 2.3 are incorporated into the NH Rewarding Works website.

Contractor Initials: Date: 7318

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- 2.4.3. Creation of a process for utilization of subscription keys and the identification of unique subscription keys (as funded by SMS) for distribution to caregivers/caregiver organization.
- 2.4.4. Act as intermediary to submit requests, payment (as funded by SMS) and track results of criminal background checks.
 - 2.4.4.1. To be completed within 1 month of provider application.
 - 2.4.4.2. Data fields as identified in 2.3.2 will be completed in the database within 1 month of provider application.
- 2.4.5. Complete the application fields as identified in 2.3.1 within one month of the application submission.
 - 2.4.5.1. SMS will provide the contractor with an updated list of those who have completed either the competency-based training or the REST volunteer training, by the 5th of each month.
- 2.4.6. Submitting reports, in a mutually agreed upon format, on a quarterly and as requested basis that will include:
 - 2.4.6.1. Locator utilization, such as but not limited to:
 - 2.4.6.1.1. Age of individuals cared for by caregivers
 - 2.4.6.1.2. Cross query data, based on certification and training.
 - 2.4.6.1.3. Geographical data
 - 2.4.6.1.4. Demographic data
 - 2.4.6.1.5. Subscription key data (aggregate and by unique key)
 - 2.4.6.2. Satisfaction data/participant survey data
 - 2.4.6.3. Data regarding respite services for which the contractor acts as the employer of record.
 - 2.4.6.4. Post service provision data for the Lifespan Respite Pilot.
 - 2.4.6.5. Reporting will be ongoing until all funded activities have been completed.
- 2.4.7. Updating the respite provider lists, as directed by SMS.
- 2.4.8. Incorporating Lifespan Respite messaging into print materials for marketing NH Rewarding Works.
- 2.4.9. Identifying marketing distribution activities in collaboration with SMS.
- 2.4.10. Create with SMS a Lifespan Respite Pilot that will allow for matching and payment (as provided by SMS) of unique certified respite providers with unique families. The pilot will incorporate payment of \$10 per hour for up to 50 hours per family for utilization of services from the certified respite provider and will be initiated on January 1, 2014.
- 3.0 The Contractor shall deliver to the Issuing Officer an annual report consisting of a year-end summary of fiscal activities and accomplishments in a form acceptable to the State by July 15, 2014.

STANDARD EXHIBIT B

METHODS AND CONDITIONS PRECEDENT TO PAYMENT

- 1. The Contract Price shall not exceed \$46,114.00. Payments shall be made during SFY 2014 in accordance with the Budget attachment. 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 non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- Reimbursements for services provided shall be made by the State on a monthly basis after receipt, review and approval of monthly expenditure reports submitted by the Contractor to the State. These reports, which are based on a budget approved by the State, shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month. In addition to the monthly expenditure reports required and not later than sixty (60) days after the end of the budget period, the Contractor shall submit a final expenditure report in a form satisfactory to the State.
- 3. The Contractor agrees to use and apply all payments made by the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services. Allowable costs and expenses shall be determined by the State in accordance with applicable State and Federal laws and regulations. The Contractor agrees not to use or apply such payments for capital additions or improvements, dues to societies and organizations, entertainment costs or any other costs not approved by the State. The Contractor must also have written authorization from the State prior to purchasing any equipment with a cost in excess of five hundred dollars (\$500) and/or with a useful life beyond one (1) year.
- 4. The Contractor agrees that, to the extent future legislative action by the NH General Court may impact on the services described herein, the State retains the right to modify expenditure requirements under this agreement.
- 5. The Contractor and/or the State may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the Contract Price. Such amendments shall only be made upon written request to and written approval by the State with programmatic justification.
- 6. In the event of a vacancy in any of the key personnel positions, the Special Medical Services Section is authorized to direct any and all budget revisions deemed necessary and appropriate by the Administrator to assure continuity of services as outlined in Exhibit A, including the cost of advertisement.
- 7. The Contractor shall be paid only for the total number of hours actually worked at the identified hourly rate as designated in the Budget. The total of all payments made to the Contractor for costs and expenses incurred in the performance of the Services during the period of the contract shall not exceed forty-six thousand one hundred fourteen dollars (\$46,114.00). As directed by the State, funds may be adjusted, if needed and justified, between State fiscal years based upon actual incurred expenses.

Contractor Initials:

STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Gateways Community Services - LRC - Respite Provider Locator

	Gateways Community Services - LRC -	FY 2014
1.	Rewarding Work	
а.	Respite Provider Platform	\$20,000.00
b.	Marketing	\$5,114.00
C.	Access Keys	\$10,000.00
	Subtotal:	\$35,116.00
2.	Project Support	
a.	Background Checks (\$25/applicant)	\$2,000.00
b.	Lifespan Respite Pilot (\$500/family @50hrs/family @\$10/hr)	\$8,000.00
C.	INDIRECT/ADMINISTRATIVE COSTS (@ 10%)	\$1,000.00
	Subtotal:	\$11,000.00
	TOTAL	\$46,114.00

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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 reapplicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
- **6. Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
- 7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
- 8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - **8.2** Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs:

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

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

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

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

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

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- 12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
- 12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
- 13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate. provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
- 14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

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

- 16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
- 17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS - DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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NH Department of Health and Human Services STANDARD EXHIBIT C-I

<u>ADDITIONAL SPECIAL PROVISIONS</u>

- 1. Subparagraph 7.2 of the General Provisions of this agreement is hereby amended to read:
 - "7.2. 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 has a contractual relationship with the State, or who is a State employee or official, elected or appointed, without prior written consent of the State. The Contracting Officer specified in Block 1.9 or his/her successor shall determine whether a conflict of interest exists."
- 2. Subparagraph 9.3. of the General Provisions of this agreement is deleted and the following paragraph added:
 - "9.3. The State, and anyone it shall designate, and the Contractor shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, all data, provided such data, when published, disclosed, distributed or otherwise used, shall not disclose any personal identifiers or confidential information as to any individual or organization without the prior written consent of such individual or organization."
- 3. Paragraph 14. of the General Provisions of this agreement is hereby amended to read:
 - "14.1. The Contractor shall, at its sole expense, obtain and maintain in force, for the benefit of the State, the following insurance:
 - Comprehensive general liability insurance in amounts not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - 14.2. The policies described in subparagraph 14.1. of this paragraph shall be the standard form employed in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State."
- 4. The following paragraphs shall be added to the General Provisions of this agreement:
 - "22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

Contractor Initials: Date: 123

- "22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."
- "22.3. Inspection of Work Performed: The State or an authorized representative shall, at all reasonable times, have the right to enter into Contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor or otherwise evaluate the work being performed. The Contractor and all subcontractors must provide access to all reasonable facilities and assistance for State representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work."
- "22.4. Under the provisions of the Contract, personnel benefits for the Key Personnel shall be consistent with and in accordance to any adopted personnel policies of the contractor specified in Block 1.3. Health insurance benefits shall be designated by the Contract Budget."
- 6. Following the approval by the Governor and Executive Council, this contract shall commence on or about August 15, 2013 and terminate on June 30, 2014, subject to availability of funding and priorities, satisfactory performance of the Scope of Services by the Contractor, mutual agreement by the parties and approval of contract renewals by the Governor and Executive Council.
- 7. 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.

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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
 - 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;
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials:

- (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.

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Place of Performance (street address, city, cour	nty, state, zip code) (list each location)
144 Canal Street, Nashua, NH 03060	
Check \square if there are workplaces on file that ar	e not identified here.
Gateways Community Services .	From: 8/15/2013 To: 6/30/2014
(Contractor Name) (Period Covered	by this Certification)
Sandra B. Pelletier, President & CEO	
(Name & Title of Authorized Contractor Representation	ve)
Saha Blitalier	7/23/18

NH DHHS, Office of Business Operations
Standard Exhibit D – Certification Regarding Drug Free Workplace Requirements
January 2009
Page 2 of 2

(Contractor Representative Signature)

Contractor Initials;

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STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

Contract Period: August 15, 2013 through June 30, 2014

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-I.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

(Contractor Representative Signature)

Sandra B. Pelletier, President & CEO

(Authorized Contractor Representative Name & Title)

Gateways Community Services

(Contractor Name)

(Date)

Contractor Initials;

Date:

NH DHHS, Office of Business Operations
Standard Exhibit E – Certification Regarding Lobbying

January 2009

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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.

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- 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).
- 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 (I)(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).

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Date: 7/3/13

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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)

Sandra B. Pelletier, President & CEO

(Authorized Contractor Representative Name & Title)

Gateways Community Services

(Contractor Name)

NH DHHS, Office of Business Operations
Standard Exhibit F —
Certification Regarding Debarment, Suspension and Other Responsibility Matters
January 2009
Page 3 of 3

Contractor Initials

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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:

 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.

Sandra B. Pelletier, President & CEO

(Authorized Contractor Representative Name & Title)

Gateways Community Services.

(Contractor Representative Signature)

(Contractor Name)

(Date)

Contractor Initials:

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.

Sandra B. Pelletier, President & CEO

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Gateways Community Services

(Contractor Name)

(Date)

Contractor Initials:

STANDARD EXHIBIT I HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY 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 Tile 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. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" 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, TitleXIII, 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.

Standard Exhibit I – HIPAA Business Associate Agreement September 2009
Page 1 of 6

Date:

Contractor Initials

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- 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.
- 1. "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.
- To the extent Business Associate is permitted under the Agreement to disclose PHI to a third c. 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.

Contractor Initials: 107.

Date: 131.3

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.

- Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, a. 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.
- Business Associate shall make available all of its internal policies and procedures, books and c. 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.
- Within five (5) business days of receipt of a written request from Covered Entity, Business e. 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.
- Within ten (10) business days of receiving a written request from Covered Entity for an g. 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.

Contractor Initials: 101.

Date: 731.3



- 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.

Contractor Initials:

Date

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Termination for Cause (5)

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.
- Amendment. Covered Entity and Business Associate agree to take such action as is necessary to b. 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.
- Data Ownership. The Business Associate acknowledges that it has no ownership rights with c. 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.
- Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) e. 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.
- Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or f. 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:

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

Division of Community-Based Care Services Bureau of Dev. Services, Special Medical Services	Gateways Community Services
The State Agency Name	Name of the Contractor
Mancy A-Rellins Signature of Authorized Representative	Signature of Authorized Representative
Nancy L. Rollins Name of Authorized Representative	Sandra B. Pellet 1 C. Name of Authorized Representative
Associate Commissioner Title of Authorized Representative	Title of Authorized Representative
24 July 2013 Date ()	7/2 3/13

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.

Smiles Btestets_	Sandra B. Pelletier, President & C	EO
(Contractor Representative Signature)	(Authorized Contractor Represent	ative Name & Title)
Gateways Community Services	7/23/13	
(Contractor Name)	(Date)	10/

Contractor initials:

Date:

Page # 30 of Page # 31

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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.

below listed questions are true and	d accurate.
1. The DUNS number for your ent	tity is: 193539343
receive (1) 80 percent or more of y grants, sub-grants, and/or cooperat	n's preceding completed fiscal year, did your business or organization your annual gross revenue in U.S. federal contracts, subcontracts, loans, tive agreements; and (2) \$25,000,000 or more in annual gross revenues intracts, loans, grants, subgrants, and/or cooperative agreements?
NO	X YES
If t	he answer to #2 above is NO, stop here
If the answer	to #2 above is YES, please answer the following:
or organization through periodic re	information about the compensation of the executives in your business eports filed under section 13(a) or 15(d) of the Securities Exchange Act) or section 6104 of the Internal Revenue Code of 1986?
NO	X YES
If th	he answer to #3 above is YES, stop here
If the answer	r to #3 above is NO, please answer the following:
4. The names and compensation of organization are as follows:	f the five most highly compensated officers in your business or
Name:	Amount:

Contractor initials:

Date: 735

Page # 3 of Page # 3 /

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CERTIFICATE OF VOTE

- I, Richard Pietravalle, do hereby certify that:
- 1. I am the duly elected Clerk of Area Agency of Greater Nashua, d.b.a. Gateways Community Services
- 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 <u>March 12, 2013</u>.

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: Lifespan Respite Provider Network/NH Rewarding Works

RESOLVED: That the President/CEO 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 (s)he may deem necessary, desirable or appropriate.

The foregoing resolutions have not been amended or revoked and remain in full force and effect as of: 3. Sandra B. Pelletier is the President/CEO of the Corporation. 4. (Seal) (Corporation) State of New Hampshire County of Hillsborough acknowledged before me of foregoing instrument was By Richard Pietravalle Name: Leslie Simays Title: Notary Public/Justice of the Peace (Seal) LESLIE A. SIMAYS NOTARY PUBLIC State of New Hampshire (Notary Public) **Commission Expires:** My Commission Expires February 18, 2014

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Client#: 492697

GATEWCOM

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CERTIFICATE OF LIABILITY INSURANCE

7/23/2013

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

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

PRODUCER	CONTACT NAME:			
USI Insurance Svcs of NE, Inc.	PHONE (A/C, No, Ext): 603 625-1100 FAX (A/C, No):			
PO Box 6360	E-MAIL			
	ADDRESS:			
Manchester, NH 03108-6360	INSURER(S) AFFORDING COVERAGE	NAIC#		
603 625-1100	INSURER A: Philadelphia Insurance Company 2	23850		
INSURED	INSURER B : AIM Mutual Insurance Company 3	3758		
Area Agency of Greater Nashua, Inc. dba	INSURER C :			
Gateways Community Services				
444.0==1.04==4	INSURER D:			
144 Canal Street	INSURER E:			
Nashua, NH 03064	INSURER F:			

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	GENERAL LIABILITY		PHPK970736	01/23/2013	01/23/2014	EACH OCCURRENCE	s 1,000,000
l	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,000
l	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$10,000
l						PERSONAL & ADV INJURY	\$1,000,000
l						GENERAL AGGREGATE	\$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$3,000,000
	POLICY PRO- JECT LOC						\$
Α	AUTOMOBILE LIABILITY		PHPK970736	01/23/2013	01/23/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
l	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
l	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	X UMBRELLA LIAB OCCUR		BINDERPHUB409263	01/23/2013	01/23/2014	EACH OCCURRENCE	\$3,000,000
l	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$3,000,000
	DED X RETENTION \$10000						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		ECC04000286012012	07/01/2013	07/01/2014	X WC STATU- TORY LIMITS OTH- ER	
l	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$500,000
l	(Mandatory in NH)	"				E.L. DISEASE - EA EMPLOYEE	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$500,000
Α	Professional Liab		PHPK970736	01/23/2013	01/23/2014	\$1,000,000 Ea Abusi	ve
						Conduct Limit	
						\$3,000,000 Aggregat	te

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

CERTIFICATE HOLDER	CANCELLATION		
State of NH, Dept of Health and Human Services, Division of Community Based Care Services	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Bureau of Developmental Services	AUTHORIZED REPRESENTATIVE		
129 Pleasant Street			
Concord, NH 03301	E. Grild Jame		

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INDEPENDENT AUDITORS' REPORT

To The Board of Directors
Area Agency of Greater Nashua, Inc.
and Area Agency Properties, Inc.
Nashua, New Hampshire

We have audited the accompanying combined statements of financial position of Area Agency of Greater Nashua, Inc. and Area Agency Properties, Inc. as of June 30, 2012 and 2011, and the related combined statements of activities and cash flows, and the combining statements of functional support and revenue and combining statements of functional expenses, for the years then ended. These combined financial statements are the responsibility of the Agency's management. Our responsibility is to express an opinion on these combined financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of The United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and 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.

As more fully described in Note H, the Agency has excluded the financial statements of its affiliate from the accompanying financial statements.

In our opinion, except for the omission of the financial statements of the affiliate as described above, the combined financial statements referred to above present fairly, in all material respects, the financial position of Area Agency of Greater Nashua, Inc. and Area Agency Properties, Inc. as of June 30, 2012 and 2011, and the changes in their net assets and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated TBD, on our consideration of Area Agency of Greater Nashua, Inc. and Area Agency Properties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

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

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December 6, 2012

COMBINED STATEMENTS OF FINANCIAL POSITION
June 30, 2012 and 2011

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	2012	2011
ASSETS	5	
CURRENT ASSETS		
Cash	\$ 1,310,283	\$ 2,352,020
Cash-escrow	442,759	389,979
Accounts receivable - Medicaid Accounts receivable - other	3,370,915 729,645	2,275,029 696,676
Prepaid expenses	152,047	19,313
Refundable deposits	300	300
North and deposits	6,005,949	5,733,317
	0,003,513	3,733,317
PROPERTY & EQUIPMENT, at cost, net of		
accumulated depreciation	<u>2,221,131</u>	2,254,062
OTHER ASSETS		
Beneficial interest	25,674	26,303
Loan fees, net	1,950	3,329
	27,624	<u>29,632</u>
	\$ 8,254,704	\$ 8,017,011
LIABILITIES AND	NET ASSETS	
CURRENT LIABILITIES		
Current portion of long-term debt	\$ 49,873	\$ 32,401
Accounts payable	2,320,349	2,179,840
Other current liabilities	430,359	683,117
Unearned revenue	1,106,458	899,757
Client accounts	442,759	389,979
	4,349,798	4,185,094
LONG-TERM DEBT, net of current portion	894,622	956,815
TOTAL LIABILITIES	5,244,420	<u>5,141,909</u>
NET ACCETC		
NET ASSETS Unrestricted	2,985,112	2,857,927
Temporarily restricted	25,172	17,175
i orrigoratily reduceda	3,010,284	2,875,102
	<u>\$ 8,254,704</u>	<u>\$ 8,017,011</u>

The Accompanying Notes Are An Integral Part of These Financial Statements.

AREA AGENCY OF GREATER NASHUA, INC. AND AREA AGENCY PROPERTIES, INC. COMBINED STATEMENTS OF ACTIVITIES

2011
and
2012
30,
June
Ended
Years
r The
Ē

		2012			2011	
:	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Public Support and Revenue:						
Medicaid	\$ 31,415,609	•	\$ 31,415,609	\$ 30,061,130	•	\$ 30,061,130
Division of Developmental Services	710,202	•	710,202	590,594	•	590,594
Other grants	712,762		712,762	1,039,303	1,225	1,040,528
Client fees	125,94	•	125,944	92,454	•	92,454
ADSP revenue	224,580	•	224,580	194,188	•	194,188
Rental income	24,865	•	24,865	24,865	•	24,865
Interest income	278	•	278	2,633	•	2,633
Increase in beneficial interest	(446)	•	(446)	4.173	,	4.173
Local education authority	1 299	•	1,799	17,465	•	17,465
Other revenues	444 502	•	244 502	304 061	•	304 061
Disc services	90,702	•	200,74	100,F00 A88.A7	•	76,886
Tollad Wav	18,701	•	10,00	10,788	•	10,000
Third and income	10,201	•	102,01	15,700	•	00//61
Lilling party utsurance	791/007	•	791/557	706'9/7	•	706'0/7
Production service revenue	388,814	' "	388,814	504,519		504,519
Contributions	150,205	19,248	169,453	143,056	10,250	153,306
Total Public Support and Revenue	34,562,790	19,248	34,582,038	33,352,017	11,475	33,363,492
Net Assets Released From Restrictions:						
Satisfaction of usage restrictions	11.251	(11.251)	•	24.727	(24.727)	•
	34,574,041	7,997	34,582,038	33,376,744	(13,252)	33,363,492
Fynenses:						
Program Services:						
Adult Services	26 888 56n	•	26 888 560	75 197 316	•	25 197 316
Children Services	3.088.750	•	3.088.750	3.153.029	•	3.153.029
Elder Services	2,089,589	•	2,089,589	2.380.497	•	2,380,497
Medicald Infrastructure	490,267	•	490,267	873,694	•	873,694
	32.557.166	'	32.557.166	31.604.536	'	31.604.536
Supporting Services:						
General management	1.799 781	•	1 709 781	1 528 470	•	1 528 470
Findration	80 909	•	80,000	66 641		66.641
P. 100 100 100 100 100 100 100 100 100 10	1,889,690		1,889,690	1,595,111	,	1,595,111
Total expenses	34,446,856		34,446,856	33,199,647		33,199,647
Change in net assets	127,185	7,997	135,182	177,097	(13,252)	163,845
Net Assets, Beginning of Year	2,857,927	17,175	2,875,102	2,680,830	30,427	2,711,257
	7 000	4				
Net Assets, End of Year	71179877	\$ 22,172	\$ 5,010,284	7761/5877	\$ 1/1/2	20175/37

The Accompanying Notes Are An Integral Part of These Financial Statements.

COMBINED STATEMENTS OF CASH FLOWS For The Years Ended June 30, 2012 and 2011

	2012	2011
Cash flows provided by (used in) operating activities		
Cash received from public support and other revenue	\$ 33,587,563	\$ 32,897,232
Cash paid to suppliers and employees	(34,420,124)	(32,842,122)
Interest received	278 (60.663)	2,633 (70,246)
Interest paid	(60,663)	(70,240)
Net cash used in operating activities	(892,946)	(12,503)
Cash flows provided by (used in) investing activities		
Capital expenditures	(104,070)	(134,015)
Cash flows provided by (used in) financing activities		
Payments on long-term debt	(44,721)	(44,620)
Net decrease in cash	(1,041,737)	(191,138)
Cash, Beginning of Year	2,352,020	2,543,158
Cash, End of Year	\$ 1,310,283	\$ 2,352,020

COMBINED STATEMENTS OF CASH FLOWS For The Years Ended June 30, 2012 and 2011

	2012	2011
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:		
Change in net assets Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:	\$ 135,182	\$ 163,845
Depreciation and amortization Loss on disposal of fixed assets (Increase) decrease in beneficial interest Other	138,380 - 446 183	157,971 296 (4,173) 178
Change in assets and liabilities:		
(Increase) decrease in accounts receivable (Increase) decrease in prepaid expenses and other current assets Increase (decrease) in accounts payable and accrued expenses Increase (decrease) in unearned revenue	(1,128,855) (132,734) (112,249) 206,701	(394,851) (7,380) 65,836 5,775
Net cash used in operating activities	\$ (892,946)	\$ (12,503)

NOTES TO COMBINED FINANCIAL STATEMENTS For The Years Ended June 30, 2012 and 2011

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Agency provides a comprehensive service delivery system for people in southern New Hampshire with developmental disabilities and elders in need of long-term care. Its primary funding sources are federal and state governmental programs.

Combined Financial Statements

The combined financial statements include the accounts of Area Agency of Greater Nashua, Inc. and Area Agency Properties, Inc. All material intercompany accounts and transactions have been eliminated.

Basis of Presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Agency and changes therein are classified and reported as follows:

<u>Unrestricted net assets</u> - Net assets that are not subject to donor-imposed stipulations. All contributions are considered to be available for unrestricted use unless specifically restricted by donor.

<u>Temporarily restricted net assets</u> - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Agency and/or the passage of time. When a restriction expires, temporarily restricted net assets are classified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

<u>Permanently restricted net assets</u> - Net assets subject to donor-Imposed stipulations that they be maintained permanently by the Agency. There were no permanently restricted net assets at June 30, 2012 and 2011.

NOTES TO COMBINED FINANCIAL STATEMENTS For The Years Ended June 30, 2012 and 2011

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contributions

Contributions, including unconditional promises to give, are recorded as made. All contributions are available for unrestricted use unless specifically restricted by the donor. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Unconditional promises to give due in the next year are recorded at their net realizable value. Unconditional promises to give due in subsequent years are reported at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are to be received.

Contributions of donated non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance non-financial assets or that require specialized skills, which are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received. In-kind contributions for the years ended June 30, 2012 and 2011 consisted of contributed facilities valued at \$72,672 and \$70,556, respectively.

Property, Equipment and Depreciation

Property and equipment are recorded at cost (or fair market value if donated) and are depreciated using the straight-line method over estimated useful lives as follows:

<u>Description</u>	<u>Life</u>
Leasehold improvements	27-40 years
Furniture	5-10 years
Buildings & building improvements	10-40 years

Income Taxes

Area Agency of Greater Nashua, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Area Agency Properties, Inc. is exempt from income taxes under section 501(c)(2) of the Internal Revenue Code.

The Agencies' income tax filings are subject to audit by various taxing authorities. The Agencies' open audit periods are 2009 through 2011. They believe they have met all the requirements to maintain their not-for-profit status and do not have any unrelated business income to report. It is their policy to expense when paid any interest and penalties associated with its income tax obligations.

NOTES TO COMBINED FINANCIAL STATEMENTS For The Years Ended June 30, 2012 and 2011

NOTE A. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Functional Allocation of Expenses

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

Statement of Cash Flows

The Agencies consider all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Estimates

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

Bad Debts

The Agencies use the allowance method of accounting for bad debts. An allowance of \$58,325 and \$13,087 was required as of June 30, 2012 and 2011, respectively. The allowance is based upon specific identification by management.

NOTE B. PROPERTY AND EQUIPMENT

As of June 30, 2012 and 2011, property and equipment consisted of the following:

	2012	2011
Furniture and equipment Land Building and improvements	\$ 362,317 467,842 	\$ 349,603 467,842 2,814,464
Less accumulated depreciation	3,685,301 1,464,170	3,631,909 1,377,847
	<u>\$ 2,221,131</u>	<u>\$ 2,254,062</u>

NOTES TO COMBINED FINANCIAL STATEMENTS For The Years Ended June 30, 2012 and 2011

NOTE C. DEMAND NOTE PAYABLE

Area Agency of Greater Nashua, Inc. has an unsecured line of credit of \$800,000 with variable interest at the banks' prime rate. The balance outstanding on the line was zero at June 30, 2012 and 2011. The line expires on December 31, 2012.

NOTE D. LONG-TERM DEBT

Long-term debt as of June 30, 2012 and 2011 consisted of the following:

	2012	2011
3.75% mortgage note, interest rate adjusted every five years, secured by real estate, payable in equal monthly installments of \$3,714 including interest through May 2018	\$ 513,978	\$ 536,209
3.75% mortgage note, interest rate adjusted every five years, secured by real estate, payable in equal monthly installments of \$2,408 including interest through January 2022	231,712	242,436
3.33% mortgage note, secured by real estate, payable in monthly installments of \$720 plus interest, through November 2013	<u>198,805</u> 944,495	210,571 989,216
Less current portion	<u>49,873</u>	<u>32,401</u>
	<u>\$ 894.622</u>	<u>\$ 956.815</u>

Annual principal payments for the next five years are as follows:

Years Ending June 30,

2013	\$ 49,873
2014	225,153
2015	40,306
2016	41,843
2017	45,296
Thereafter	<u>542,024</u>
	\$ 944.495

NOTE E. CONTINGENT LIABILITIES

The acquisition of real property has been funded, in part, by federal, state and municipal funds. The governmental agencies retain certain equity interests in the various properties pursuant to the terms of the contracts and grants.

NOTES TO COMBINED FINANCIAL STATEMENTS For The Years Ended June 30, 2012 and 2011

NOTE E. CONTINGENT LIABILITIES (Continued)

The Agencies received money under various state and federal programs. Under the terms of these programs, the Agencies are required to use the money within the period for purposes specified in the proposal. If expenditures of the program are found not to have been made in compliance with the proposal, the Agencies might be required to repay the funds.

Because specific amounts, if any, have not been determined by governmental audits or assessed as of June 30, 2012 and 2011, no provision has been made for this contingency.

NOTE F. UNEARNED REVENUE

Unearned revenue consists primarily of the prorated portion of revenue billed under individual care contracts in excess of the amount earned at June 30, 2012 and 2011.

NOTE G. CONCENTRATION OF RISK

The Area Agency of Greater Nashua, Inc. maintains accounts at two banks. Cash at one of these institutions totaled \$2,055,193 as of June 30, 2012. The account is insured by the Federal Deposit Insurance Corporation without limit from December 31, 2010 through December 31, 2012 as it is a non-interest bearing account.

At June 30, 2011 the Agency had \$2,776,353 invested in repurchase agreements that were secured by marketable securities of federal agencies. The funds were not insured by the Federal Deposit Insurance Corporation.

The Agency received 93% and 92% of its revenue through contracts with the State of New Hampshire in 2012 and 2011, respectively. The federal government, through the Medicaid program, provided 91% of these funds for each year.

NOTE H. AFFILIATES

Area Agency of Greater Nashua, Inc. controls, through a majority representation on the board, one other not-for-profit organization. The Organization is financially dependent on Area Agency. The Organization's financial statements are not included in the accompanying financial statements, as required by generally accepted accounting principles, for certain regulatory reporting purposes. The Agency's general purpose financial statements include the accounts of all the related entities.

NOTES TO COMBINED FINANCIAL STATEMENTS For The Years Ended June 30, 2012 and 2011

NOTE H. AFFILIATES (Continued)

The following is summarized financial data of the other related organization:

	The Plus Co., Inc.				
	2012	2011			
Total assets	\$ 2,887,261	\$ 2,802,909			
Total liabilities	(1,859,263)	1,850,520			
Net assets	<u>\$ 1,027,998</u>	<u>\$ 952,389</u>			
Total revenues	\$ 9,878,018	\$ 9,072,922			
Total expenses	(9,802,409)	8,992,511			
Change in net assets	\$ 75,609	\$ 80,411			
Amounts due to the affiliate	\$ 601,842	\$ 312,900			
Revenue earned from Area Agency by the affiliate	<u>\$ 6,853,950</u>	<u>\$ 6,496,339</u>			

NOTE I. FUNDS HELD BY OTHERS

The Area Agency of Greater Nashua, Inc. is the joint beneficiary of a designated fund at the New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing this fund, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of Area Agency of Greater Nashua, Inc. and The Plus Company, Inc. In accordance with its spending policy, the Foundation will make distributions of approximately five percent of the market value of the fund per year which will be split 50/50 between the beneficiaries. This fund is not included in these financial statements, since all property in the fund was contributed to The New Hampshire Charitable Foundation by others to be held and administered for the benefit of Area Agency of Greater Nashua, Inc. and The PLUS Company, Inc.

There was no distribution in the current year or prior year. The total market value was approximately \$325,000 at June 30, 2012, and \$333,000 at June 30, 2011.

The Area Agency of Greater Nashua, Inc. is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation. Pursuant to the

NOTES TO COMBINED FINANCIAL STATEMENTS For The Years Ended June 30, 2012 and 2011

NOTE I. FUNDS HELD BY OTHERS (Continued)

terms of the resolution establishing this fund, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of Area Agency of Greater Nashua, Inc. In accordance with its spending policy, the Foundation can make distributions from the fund to Area Agency of Greater Nashua, Inc. The distributions are approximately 4.5% of the market value of the fund per year. The estimated value of the future distributions from the fund are included in these financial statements as required; however, all property in the fund was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of Area Agency of Greater Nashua, Inc.

No contributions were made to the fund for the years ended June 30, 2012 or 2011. There was no distribution in the current year or prior year. The market value of the fund assets was \$25,674 on June 30, 2012, and \$26,303 on June 30, 2011.

NOTE J. NET ASSETS TEMPORARILY RESTRICTED

Temporarily restricted net assets are available for the following purposes or periods:

Special Purpose Restrictions:		2012		2011
TD Bank PIH	\$	1,349	\$	3,772
FS Recreation Program		4,536		-
Home/Vehicle Modification		1,309		1,309
Speedway Children's Charities		2,800		-
Transition Model		5,700		5,700
Alexander Eastman		5,263		4,769
Epic Man - Mission Possible Grant		3,990		-
First Church of Nashua		225		225
Amherst Jr Womens Club		-		400
Proulx				1,000
	<u>\$</u>	25.172	\$	17,175

NOTES TO COMBINED FINANCIAL STATEMENTS For The Years Ended June 30, 2012 and 2011

NOTE K. 403(B) CONTRIBUTING DEFERRED ANNUITY PLAN

On July 1, 1998, the Agency adopted a qualified 403(b) Retirement Plan. All employees are eligible to participate in the Plan as long as they are at least 21 years of age, have completed one year of service, and work more than 20 hours per week. The 403(b) Plan provides for matching contributions by the Agency of 50% of the employee contribution up to 6%. The expense charged to operations for the Plan was \$108,326 and \$103,324 for 2012 and 2011, respectively.

NOTE L. FAIR VALUE OF FINANCIAL INSTRUMENTS

The Fair Value Measurements and Disclosures Topic of the codification defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date and sets out a fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). Inputs are broadly defined under the Topic as assumptions market participants would use in pricing an asset or liability. The three levels of the fair value hierarchy under the Topic are described below:

- Level 1: Quoted market prices in active markets, such as the New York Stock Exchange, for identical assets or liabilities.
- Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.
- Level 3: Unobservable inputs that are not corroborated by market data.

The Agency assesses the levels of the investments at each measurement date, and transfers between levels are recognized on the actual date of the event or change in circumstances that caused the transfer. For the years ended June 30, 2012 and 2011, there were no such transfers.

For the years ended June 30, 2012 and 2011, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value on a recurring basis:

Beneficial Interest in the Foundation

The fair value of beneficial interest in the Foundation is based upon the fair value of the assets held by the Foundation.

AREA AGENCY OF GREATER NASHUA, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS For The Year Ended June 30, 2012

NOTE L. FAIR VALUE OF FINANCIAL INSTRUMENTS (Continued)

Beneficial Interest in the Foundation (Continued)

The following tables present the Club's fair value hierarchy for the investments as of June 30, 2012 and 2011.

		20	12	
	Total	Quoted Prices Active Markets for Identical Assets Level 1	Significant Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Beneficial Interest in Foundation	<u>\$ 25,674</u>	<u>\$</u>	<u>\$ 25,674</u>	<u> </u>
	Total	Quoted Prices Active Markets for Identical Assets Level 1	Significant Observable Inputs Level 2	Significant Unobservable Inputs Level 3
Beneficial Interest In Foundation	\$ 26,303	<u> </u>	\$ 26,303	<u>\$</u> -

NOTE M. DATE OF MANAGEMENT EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated events through December 6, 2012, the date that the financial statements were available to be issued.

AREA AGENCY OF GREATER NASHUA, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS For The Year Ended June 30, 2012

The following schedule of expenditures of federal awards includes the federal grant activity of Area Agency of Greater Nashua, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.* Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements. Because the schedule presents only a selected portion of the operations of Area Agency of Greater Nashua, Inc., it is not intended to and does not present the financial position, changes in net assets or cash flows of Area Agency of Greater Nashua, Inc.

Federal Grantor/Pass Through Grantor	Federal CFDA Number	Federal Expenditures
U.S. Department of Education: Passed through State Division of Developmental Se Infant & Toddler	rvices 84.181	\$ 551,304
ARRA - Special Education grants for infants and families	84.393	3,228
U.S. Department of Agriculture: Passed through State Department of Education Child and Adult Care Food Program	10.558	16,478
U.S. Department of Health & Human Services: Passed through State Department of Health & Hum	an Services	
Older Americans Act	93.044	31,906
Social Services Block Grant	93.667	20,567
Passed through Dartmouth College		
Partners in Health	93.667	84,830
Passed through State Bureau of Elderly & Adult Serv		400.000
Federal Title III-E	93.052	400,000
Federal ADSSP	93.051	19,588
		\$ 1,127,901

	Tan Pini žš odninajet Dasto ot obeko			
	Beguñze Comm	iidaa		
Rich Pietravalle* - Chair (1997)	Ed Ca	rter – Vice Chair (2008)		
James Leary (2006) - Secretary	Joe G	amache* (2009) - Treasurer		
	en e			
Harold Acres - (1981)**	John Howard* (1993)	Robert Purcell (1989)		
	DRECTORS			
Carol Bambrick* (1995)	Craig B	Beck* (2007)		
Kerry Boggis* (1999)	Ken Co	Ken Coleman* (2007)		
Peggy Gilmour (2011)	Jack Ha	Jack Harrington (1981 / 1995) (electronics)		
Helen Honorow (2009)	Christin	na Lister (1995)		
Joseph Marshall* (1993) (electronics) Thomas	s McCartney (2011)		
Jim McKenna (2007)	Tim McI	Mahon (2005/2009)		
Richard Quinlan* (1989)	Larry Re	encken (2008)		
James Testaverde (2011)	Mark Th	normton* (2007)		

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KEY ADMINISTRATIVEPERSONNEL FISCAL YEAR 2014

Agency Name: Gateways Community Services

SFY	NAME	POSITION	ANNUAL	% From Contract
		TITLE	SALARY	
2014	Sandra B. Pelletier	President/CEO	\$150,000	33%
2014	Peter Van Voorhis	VP of Community Services	\$87,035	34%
2014	Danielle Fuller	Human Resources Director	\$66,736	33%

SANDRA B. PELLETIER

Gateways Community Services, 144 Canal Street, Nashua, NH 03064 | (603) 882-6333 | spelletier@gatewayscs.org | www.gatewayscs.org

PROFESSINAL SUMMARY

Chief Executive of a non-profit organization for the past 30 years. Experience includes hands-on leadership in all development phases of a community-based service delivery system (second largest of ten regions within the State of New Hampshire). Extensive background in all aspects of non-profit organization and oversight. Responsibilities include: executive and financial management; initiation of a close-knit affiliation between the Gateways and PLUS Company Boards of Directors, structuring and nurturing of community and civic partnerships between Gateways, a myriad of vendors and sponsors, grant writing, strategic planning and total quality management. Experience also involves re-engineering, including new development and mergers, and significant involvement in redefining public policy vis-à-vis the legislative process. Consultant to other states in the field of developmental disabilities and elder participant driven services.

EDUCATION

Leadership New Hampshire	
Certificate	1994
Intensive 10-month statewide leadership development program (seminar format)	
Antioch College Management Institute, Keene, NH	
Certificate	1983
Management of Non-Profit Agencies	
University of New Hampshire, Durham, NH	
M.Ed.	1979
University of Maine, Orono, ME	
B.A	1977
Summa cum Laude, Phi Beta Kappa	
PERSONAL AWARDS	
25 Extraordinary Women – The Telegraph, Nashua, NH	2013
Easter Seals Special Achievement in the area of developmental services	2003
"Citizen of the Year" designate, The PLUS Company, Nashua, NH	2001
Recipient, "Book of Golden Deeds Award" from the Nashua Exchange Club	1991
Recipient, "Distinguished Service Award in the field of Developmental Disabilities",	1989
CORPORATE AWARDS	
Recognized nationally as the primary entrepreneurial leaders for Consumer Directed Services	2012
By the Center on Human Policy, Syracuse University	
Recipient of "The Walter J. Dunfey Award for Excellence in Management" from the	1990
New Hampshire Charitable Foundation – The Corporate Fund	

EXPERIENCE

Gateways Community Services, Nashua, NH
President/CEO

1983 - Present

Oversees a \$40 million private non-profit corporation (including subsidiary The PLUS Company), recognized nationally as a highly effective model of delivery, and one promoting community participant driven services. Responsibilities include executive oversight and fiscal management of new development, operations, and maintenance of a continuum of services to 2,900 children and adults with disabilities, their families, and elder in need of long term care in the State of New Hampshire and Massachusetts. Gateways is supported by the State's general funds, Federal Medicaid billings, Insurance dollars and Development dollars

BOARD MEMBERSHIPS

Endowment for Health Foundation - President of the Board	2012 - Present
Rotary of Nashua West	2002 - Present
The PLUS Company, Nashua, NH	1996 - Present
CSNI, Concord, NH (founding Board Chair)	1995 - Present
Regional Special Education Consortium, Amherst, NH	1992 - Present

SUMMARY OF QUALIFICATIONS

M.B.A., C.P.A. with extensive professional experience in financial/fiscal operations, performance and business analysis, compliance, staff development and training, business operations and administration. Bottom-line individual with a solid track record for increasing operational efficiency, generating cost savings and contributing to company profits. Demonstrated ability to coordinate and manage multiple complex projects simultaneously. Designed/implemented policies and procedures with respect to business, finance/fiscal operations and administration. Proven ability to interface with all levels of an organization, to lead, to motivate and to get the job done. Reliable, goal-oriented achiever, innovative problem solver, and effective decision-maker. Excellent communication, leadership, interpersonal, presentation and organizational skills.

SELECTED ACCOMPLISHMENTS

IMPROVED consolidated financial statement timeliness and accuracy by reducing cycle time by three days through process improvements despite headcount reductions. The consolidated financials include American, European, and Asian operations. The financial statement and narrative summary are completed within six workdays of month end for presentation to the Board of Directors.

COORDINATED annual audit and tax return prepared by Ernst & Young resulting in savings of \$15K. Responsible for preparing consolidated financial statements through supporting documentation including footnotes for American, European, and Asian operations. Corporate tax includes six state returns.

DEVELOPED accounts receivable policies and procedures and initiated billing to worldwide customers. Responsible for global billing, collecting, and establishing customer credit limit. Billing is generated within two working days of month end. One hundred percent of billings have been collected to date.

SUCCESSFULLY implemented three new accounting systems for organizations. Also served as part of organization-wide implementation team to coordinate all applications throughout firm.

PROFESSIONAL EXPERIENCE

GATEWAYS COMMUNITY SERVICES

Chief Financial Officer

Responsible for the day to day business operations of the Area Agency.

ACCELLION INCORPORATED, Auburn, NH (Giobal Internet Start Up)

2001 - 2003

1989-2000

2003 - present

Senior Finance Manager

Promoted to Senior Finance Manager within six months; Prepared monthly consolidated financial statements for Board of Directors, Including consolidation of American, Asian, and European operations; and maintain a level of proficiency in foreign currency exchange transactions; Monitored cash on a daily basis; reported weekly cash forecast (American, European, and Asian) to CFO for global operations; monitored global budget; and monitored global accounting policies and procedures; and prepared annual audit and corporate tax returns including multiple states returns; Managed all accounts receivable, including functions such as new client set-up, billing, follow-up, customer relations, and collections.

Senior Accountant

implemented General Ledger, Accounts Payable/Receivable functions for a global internet start-up; prepared monthly close of American operations including preparation and posting of all required journal entries; installed Best Fixed Asset System software for asset tracking; monitored all worldwide fixed assets.

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH

Accounting Manager

Supervised the Accounting and Accounts Payable functions of the Hospital and prepared monthly financial and statistical information for Management, Board of Trustees, and Affiliated Healthcare entities; Served as Hospital resource for all financial issues; prepared and monitored operating and capital budgets; handled all receipts and disbursements; monitored cash position of a daily basis; maintained the fixed asset system; and oversaw the processing of accounts payable invoices for payment; managed the Hospital Insurance policies (Workers Compensation, Property, and Umbrella), including the functions of contracting, monitoring, and upgrading the Hospital insurance portfolio; Chaired capital budget, investment, management information system, condo association, and Y2K committees; active member of strategic operations, finance, resource, and leadership committees; Presented monthly financial statements to the Board of Trustees, Finance Committee, and Leadership Group and acted as lialson for all financial matters pertaining to the Hospital as interim Chief Financial Officer from February through April 2000.

EDUCATION

<u>Master of Business Administration</u>, New Hampshire College, Manchester, NH <u>Bachelor of Science in Accounting</u>, New Hampshire College, Manchester, NH

LICENSE/CERTIFICATION

Licensed Certified Public Accountant in the State of New Hampshire

ASSOCIATIONS/AFFILIATIONS

New Hampshire Society of CPAs, Milford Community Athletic Association (MCAA) Coach, Volunteer – Nashua Soup Kitchen



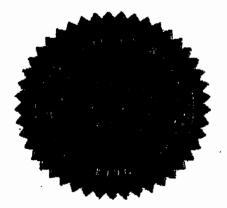
Corporate Mission

Gateways Community Services believes that all people are of great value and strives to be innovative when providing quality supports needed for individuals to lead meaningful lives in their community.

State of New Hampshire Bepartment of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Gateways Community Services is a New Hampshire trade name registered on March 20, 2008 and that AREA AGENCY OF GREATER NASHUA, INC. presently own(s) this trade name. 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 7th day of May, A.D. 2013

William M. Gardner Secretary of State

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FACT SHEET

DIVISION OF COMMUNITY BASED CARE SERVICES BUREAU OF DEVELOPMENTAL SERVICES SPECIAL MEDICAL SERVICES SECTION

CIVIL RIGHTS COMPLIANCE

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,	Name of Applicant Agency (logal)	Area Agency of Greater Nashua, In
.1.	Name of Applicant Agency (legal):	A.b.a. Gateways Community Services
2.	Address (mailing):	144 Canal St.
	•	Nashua, NH 03064
3.	Telephone Number:	603-882-6333
4.	Name of Agency Board Chairperson/ President	Richard Pretravalle
5.	Name. of Agency Director:	Sandra B. Pelletier
6.	Is the Agency exempt from Federal	Income Tax 501 (c) (3)? Yes 🗸 No
7.	Civil Rights Information	•
	service areas?	rimination notice posted in client
	b. Does the agency have a procedur	o obtaining race/ethnic data?
	c. Does the agency have a procedur	e for obtaining primary language data?
	d. Is the agency handicapped acces	sible?
	e. If not accessible, is alternate Yes N	site available?
	f. Does the agency have a procedure persons with Limited English Pro	e for communicating with officiency (LEP)?
	g. Does the agency have a procedure handicapped persons?	

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