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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
*BUREAU OF ELDERLY & ADULT SERVICES*

Jeffrey A. Meyers  
Commissioner

Maureen U. Ryan  
Director of Human  
Services

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

October 3, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Elderly and Adult Services, to enter into **retroactive** agreements with the vendors listed below, for the provision of Adult Day Services to adults ages sixty (60) or older, and adults ages 18 and older with chronic illnesses and/or disabilities in an amount not to exceed \$386,454 effective October 1, 2016 upon Governor and Executive Council approval through September 30, 2018. 40% Federal Funds and 60% General Funds.

Funds to support these requests are available in the following accounts in State Fiscal Year 2017 and are anticipated to be available in State Fiscal Years 2018 and 2019 upon availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

Vendor	Vendor #	Vendor Location	Amount
Area Agency of Greater Nashua, Inc. DBA Gateways Community Services	155784	Nashua, NH	\$263,204
The Homemaker Health Services	154849	Rochester, NH	\$123,250
		<b>TOTAL:</b>	<b>\$386,454</b>

**FISCAL DETAILS ATTACHED**

**EXPLANATION**

These requests are **retroactive** due to the need for the Department to prioritize the completion of contracts for substance use disorder services that were time sensitive. The issuance of the RFA for the Adult Day Services was delayed until shortly after the start of State Fiscal Year 2017. In addition, in an attempt to receive more proposals for this service, the closing date for the procurement was extended to allow more time for vendors to submit proposals.

The purpose of these agreements is for the licensed organizations to provide Adult Day Program Services in accordance with the Older American Act, Title III Services and Title XX Social Services Block Grant Programs, to eligible individuals, age sixty (60) and older, and to adults ages eighteen (18) and older with chronic illnesses and/or disabilities. Eligible adults are those who reside in independent living settings and are not already receiving the same or similar services through one of the Department's Medicaid Waiver Programs, who are eligible for other NH Medicaid services; or individuals who are receiving the same or similar services through the Veterans' Administration.

The selected vendors will provide Adult Day Services to assist eligible adults ages eighteen to fifty-nine (18-59) with a physical disability(ies) and/or chronic illness and to adults ages sixty (60) and older, to live as independently as possible, safely and with dignity. Services shall be provided for less than twelve (12) hours per day, and include supervision; assistance with activities of daily living; nursing care; rehabilitation; nutrition and recreational, social, cognitive or physical stimulation. Services also include monitoring of the individual's condition; counseling, as appropriate, on nutrition, hygiene or other related matters; referrals, as appropriate, to other services and resources that could assist the individual including any necessary follow up; as well as assistance and support to caregiving families.

A Request for Application was posted on the Department's website on July 6, 2016; four (4) applications were received. A team of individuals with extensive program knowledge reviewed the applications. These agreements are with two (2) of four (4) vendors selected. The remaining agreements will be presented at a future Governor and Executive Council Meeting. The Department may receive additional applications as the Request for Applications remains open until program service needs are met. Score sheet attached.

The agreements contains language allowing the Department the right to renew the contracts for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and approval by Governor and Executive Council.

Should the Governor and Executive Council not approve these requests, Adult Day Services to eligible adults, age sixty (60) and older may be eliminated which may jeopardize individuals' ability to remain in their homes and communities. It may also result in increased numbers of individuals needing more costly long-term care services in traditional nursing homes or other community based care programs.

Area to be Served: Greater Nashua Area; Strafford, Rockingham and Carroll Counties

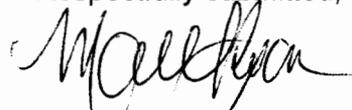
Source of Funds:

40% Federal Funds from the United States Department of Health and Human Services, Administration for Community Living, Title III Older Americans Act, Catalog of Federal Domestic Assistance (CFDA) #93.044, Federal Award Identification #17AANHT3SS and Title XX Social Services Block Grant, Catalog of Federal Domestic Assistance (CFDA) #93.667 Social Services Block Grant, Federal Award Identification #1701NHSOSR.

60% General Funds

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

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services

Approved by:



Jeffrey A. Meyers  
Commissioner

**NH DHHS ADULT DAY SERVICES CONTRACTS  
FISCAL DETAIL**

Area Agency of Greater Nashua, Inc. / DBA Gateways Community Services

**05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMINISTRATION FOR COMMUNITY LIVING, GRANTS  
(40% Federal Funds; 60% General Funds)**

<b>Fiscal Year</b>	<b>Class</b>	<b>Activity Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	540	500382	Contracts for Program Services	\$43,500.00
2018	540	500382	Contracts for Program Services	\$58,000.00
2019	540	500382	Contracts for Program Services	\$14,500.00
			<i>Subtotal:</i>	<b>\$116,000.00</b>

**05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (40% Federal Funds; 60% General Funds)**

<b>Fiscal Year</b>	<b>Class</b>	<b>Activity Code</b>	<b>Class Title</b>	<b>Budget</b>
SFY 2017	566	500918	Contracts for Program Services	\$55,201.50
SFY 2018	566	500918	Contracts for Program Services	\$73,602.00
SFY 2019	566	500918	Contracts for Program Services	\$18,400.50
			<i>Subtotal:</i>	<b>\$147,204.00</b>
			<b>Total:</b>	<b>\$263,204.00</b>

The Homemaker Health Services

**05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (40% Federal Funds; 60% General Funds)**

<b>Fiscal Year</b>	<b>Class</b>	<b>Activity Code</b>	<b>Class Title</b>	<b>Budget</b>
SFY 2017	566	500918	Contracts for Program Services	\$46,218.75
SFY 2018	566	500918	Contracts for Program Services	\$61,625.00
SFY 2019	566	500918	Contracts for Program Services	\$15,406.25
			<i>Subtotal:</i>	<b>\$123,250.00</b>
			<b>Grand Total:</b>	<b>\$386,454.00</b>



**New Hampshire Department of Health and Human Services**  
**Office of Business Operations**  
**Contracts & Procurement Unit**  
**Summary Scoring Sheet**

**Adult Day Program Services**

RFA Name

**RFA-2017-BEAS-03-ADULT**

RFA Number

**Bidder Name**

1. **Easter Seals, New Hampshire, Inc.**
2. **The Homemakers Health Services**
3. **Gateways Community Services**
4. **VNA at HCS**
5. **0**
6. **0**
7. **0**

Pass/Fail	Maximum Points	Actual Points
	150	147
	150	143
	150	149
	150	120
	150	0
	150	0
	150	0

**Reviewer Names**

1. Margaret Morrill, Program Specialist III
2. Jean Crouch, Supervisor VII
3. Tracey Tarr, Administrator II
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

Subject: Adult Day Program Services (RFA-2017-BEAS-03-ADULT)

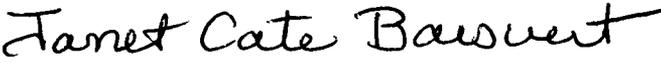
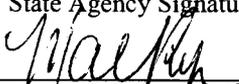
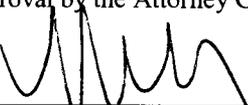
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Bureau of Elderly and Adult Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name <del>Area Agency of Greater Nashua Inc., BBA</del> Gateways Community Services		1.4 Contractor Address 144 Canal Street Nashua, NH 03064	
1.5 Contractor Phone Number 603-459-2701	1.6 Account Number 05-95-48-78720000-500382 05-95-48-92550000-500918	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$263,204
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sandra Pelletier - President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>9/21/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		JANET CATE BOISVERT, Notary Public My Commission Expires June 19, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Janet Cate Boisvert, Notary			
1.14 State Agency Signature  Date: <u>10/3/16</u>		1.15 Name and Title of State Agency Signatory Maureen Ryan Director Office of Human Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Goble - Attorney</u> <u>10/10/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Services shall be provided in the Greater Nashua, New Hampshire area.
- 1.4. Hours of operation shall be Monday through Friday, 8:00 am to 3:30 pm.

### 2. Scope of Work

#### 2.1. Population

- 2.1.1. The Contractor shall provide services in this contract to assist eligible individuals live as independently as possible, safely and with dignity.
- 2.1.2. The Contractor shall provide services for individuals who:
  - 2.1.2.1. Are not already receiving the same or similar services through one of the Department's Medicaid Waiver Programs, who are eligible for other NH Medicaid services; or
  - 2.1.2.2. Are receiving the same or similar services through the Veterans' Administration.
- 2.1.3. The Contractor shall provide services to individuals who reside in independent living settings and who meet the eligibility criteria as follows:
  - 2.1.3.1. Title III
    - 2.1.3.1.1. Individuals who are age 60 and older and with the most economic or social need as described in:
      - 2.1.3.1.1.1. Older Americans Act of 1965, as amended through P.L. 114-144, Enacted April 19, 2006 (see attached link: [http://www.aoa.gov/AoA\\_programs/OAA/oaafull.asp#\\_Toc153957659](http://www.aoa.gov/AoA_programs/OAA/oaafull.asp#_Toc153957659)), and
      - 2.1.3.1.1.2. NH Administrative Rule He-E 502 (see attached link: [http://www.gencourt.state.nh.us/rules/state\\_agencies/he-e.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-e.html)).
    - 2.1.3.1.2. NH Administrative Rule He-E 501 (see attached link: [http://www.gencourt.state.nh.us/rules/state\\_agencies/he-e.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-e.html)).
  - 2.1.3.2. Title XX 42 USC §1397 et seq.
    - 2.1.3.2.1. Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,214 for calendar year 2016 as described in:
      - 2.1.3.2.1.1. The Social Services Block Grant (Title XX) (see attached link: <http://www.acf.hhs.gov/programs/ocs/programs/ssbg/about>), and
      - 2.1.3.2.1.2. NH Administrative Rule He-E 501 (see attached link: [http://www.gencourt.state.nh.us/rules/state\\_agencies/he-e.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-e.html)).



Exhibit A

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**2.2. Service Descriptions**

- 2.2.1. The Contractor shall be a licensed entity in New Hampshire in a fixed physical location and shall include the provision of one or more of the following services for fewer than (twelve) 12 hours a day to participants 18 years of age and older, based on an individual's needs:
  - 2.2.1.1. Supervision;
  - 2.2.1.2. Assistance with activities of daily living;
  - 2.2.1.3. Nursing care rehabilitation;
  - 2.2.1.4. Recreational, social, cognitive, physical stimulation activities or nutrition services;
  - 2.2.1.5. Monitoring of the individual's condition and counseling as appropriate on nutrition, hygiene or other related matters;
  - 2.2.1.6. Referrals, as appropriate, to other services and resources that could assist the individual including any necessary follow up;
  - 2.2.1.7. Assistance and support to caregiving families; and
  - 2.2.1.8. Developing a person-centered plan for each individual in accordance with NH Administrative Rules He-E 501 and He-E 502.

**2.3. Client Access to Services**

- 2.3.1. The Contractor shall provide services described in this agreement to eligible clients that apply for or request services, or are referred by Adult Protective Services (APS):
  - 2.3.1.1. Client directly applies for or requests services:
    - 2.3.1.1.1. The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs.
  - 2.3.1.2. Client is referred by Adult Protection Services (APS):
    - 2.3.1.2.1. In the event that an individual has been referred by APS, the Contractor shall not take an application, determine or re-determine the individual's eligibility or issue eligibility notifications, in accordance with NH Administrative Rules He-E 501 and 502.

**2.4. Client Application/Request for Services**

- 2.4.1. The Contractor shall complete an intake and application for services, in accordance with NH Administrative Rules He-E 501 and He-E 502.
  - 2.4.1.1. When determining eligibility pursuant to NH Administrative Rule He-E 501 (Title XX), the Contractor shall use the Department's Form 3000 Application.
  - 2.4.1.2. For applications pursuant to NH Administrative Rule He-E 502 (Title III), the Contractor shall review requests for services and determine eligibility.

**2.5. Client Eligibility**

- 2.5.1. The Contractor shall submit its policies and procedures for client eligibility determination for services to the Department for review and approval, within thirty (30) days of the start of each State Fiscal Year.
- 2.5.2. The Contractor shall determine eligibility for services and shall be in compliance with the New Hampshire Administrative Rules He-E 501 and He-E 502 regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable as follows:



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2.5.2.1. Notice of Eligibility:

2.5.2.1.1. The Contractor shall provide written notice of eligibility within forty five (45) days from the date eligibility was determined, indicate what services are to be provided and at what frequency, and indicate the beginning and end dates for the individual's period of eligibility.

2.5.2.1.2. If the client is determined not eligible for service(s), the notice of denial shall include:

2.5.2.1.2.1. The reason(s) for denial;

2.5.2.1.2.2. A statement regarding the right of the individual or his/her authorized representative to request an informal resolution or appeal of the eligibility determination decision; and

2.5.2.1.2.3. Contact information for requesting an appeal.

2.5.2.2. Redetermination of Service Eligibility:

2.5.2.2.1. The Contractor shall submit its policies and procedures for client eligibility redetermination for services to the Department for review and approval, within thirty (30) days of the start of each State Fiscal Year.

2.5.2.3. Termination of Services:

2.5.2.3.1. Services shall be terminated when:

2.5.2.3.1.1. The individual or his/her authorized representative requests that the services be terminated;

2.5.2.3.1.2. The individual no longer meets the eligibility requirements for services;

2.5.2.3.1.3. Funding by the State for the service(s) is no longer available;

2.5.2.3.1.4. The individual did not reapply for services as required by program rules;

2.5.2.3.1.5. The individual has been admitted to a nursing home or residential care facility; or

2.5.2.3.1.6. The individual is deceased.

2.5.2.4. Service Authorizations for Title XX Eligible Clients:

2.5.2.4.1. Once the client has been determined eligible to receive Title XX services, the Contractor shall submit a service authorization form to the Department in order to facilitate payment for serving eligible clients.

2.5.2.4.2. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Department of Health and Human Services  
Data Management Unit  
129 Pleasant Street  
Concord, NH 03301

**2.6. Client Assessments**

2.6.1. The Contractor shall assess the individual's needs and develop written service plans, keep written progress notes and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rules He-E 501 and He-E 502.



Exhibit A

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**2.7. Person Centered Provision of Services**

- 2.7.1. The Contractor shall incorporate policies and staff-client interactions into its agency's functions, as well as incorporate the following Guiding Principles for Person-Centered Planning Philosophy in the provision of all services in this Agreement:
  - 2.7.1.1. Individuals and families are invited, welcomed and supported as full participants in service planning and decision making.
  - 2.7.1.2. Individual's wishes, values and beliefs are considered and respected.
  - 2.7.1.3. Individual is listened to; needs and concerns are addressed.
  - 2.7.1.4. Individual receives the information he/she needs to make informed decisions.
  - 2.7.1.5. Planning is responsive to the individual. His or her preferences drive the planning process although the decision-making process may need to be accelerated to respond to emergencies.
  - 2.7.1.6. Services are designed, scheduled and delivered to best meet the needs and preferences of the individual.
  - 2.7.1.7. The system is committed to excellence and quality improvement.
  - 2.7.1.8. Individual rights are affirmed and protected.
  - 2.7.1.9. Individuals are protected from exploitation, abuse and neglect.
  - 2.7.1.10. The service system is accessible, responsive and accountable to the individual.
  - 2.7.1.11. Person-centered planning may be incorporated into existing service plans or documents already being used by the Contractor.

**3. Staffing**

3.1. The Contractor shall adhere to the following staffing requirements:

- 3.1.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.
- 3.1.2. Verify and document that all staff and volunteers have appropriate training, education, experience and orientation to fulfill the responsibilities of their respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.
- 3.1.3. Develop and submit a Staffing Contingency Plan in writing to the Department within thirty (30) days of approval of the Contract Agreement. The plan shall include but not be limited to:
  - 3.1.3.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
  - 3.1.3.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
  - 3.1.3.3. A description of time frames necessary for obtaining staff replacements;
  - 3.1.3.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
  - 3.1.3.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

**4. Reporting**

**4.1. Reporting Requirements**

- 4.1.1. The Contractor shall complete and submit quarterly reports which will be a pre-defined electronic form supplied by the Department. The report must be submitted by the 15<sup>th</sup> of



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the month following the quarter end date. The data will include, but not be limited to the following:

- 4.1.1.1. Expenses by program service provided. Service is defined as Adult Day Program Services.
- 4.1.1.2. Revenue by program service provided, by funding source;
- 4.1.1.3. Actual Units served by program service provided, by funding source;
- 4.1.1.4. Number of unduplicated clients served by service provided, by funding source;
- 4.1.1.5. Number of Title III and Title XX clients served with non-Department funds;
- 4.1.1.6. Unmet need/waiting list; and,
- 4.1.1.7. Lengths of time clients are on a waiting list.

**4.2. Service Delivery Verification**

4.2.1. The Contractor shall submit Service Delivery Verification reports to BEAS Finance for the following required performance measures for each service identified in Section 2.2, Service Descriptions:

4.2.1.1. Eligibility:

- 4.2.1.1.1. The number of applications/service requests and the number and percentage of applicants found eligible for each service;
- 4.2.1.1.2. The number and percentage of applicants found ineligible for each service including the reason(s) applicants were found ineligible.

4.2.1.2. Quality and Appropriateness:

4.2.1.2.1. Plans of Care:

- 4.2.1.2.1.1. The number and percentage of individuals' plans of care in which the plans contain evidence of person-centered planning;
- 4.2.1.2.1.2. The number and percentage of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s);
- 4.2.1.2.1.3. The number and percentage of individuals for whom a report to Adult Protective Services was made.

4.2.1.3. Experience:

- 4.2.1.3.1. The number and percentage of individuals surveyed (via telephone, mail, e-mail or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- 4.2.1.3.2. The Contractor shall indicate the reasons why:
  - 4.2.1.3.2.1. Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s);
  - 4.2.1.3.2.2. Applicants were referred to Adult Protective Services; and
  - 4.2.1.3.2.3. The number and percentage of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- 4.2.1.3.3. The Contractor shall describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.
- 4.2.1.3.4. The Contractor shall survey a sample of participants for each contracted service and provide their survey methodology, in writing, to the Bureau of Elderly and Adult Services (BEAS).



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4.2.1.4. Service Delivery:

- 4.2.1.4.1. The number of open cases at the end of each reporting period and the number and percentage of days individuals did not receive a planned service(s).
- 4.2.1.4.2. The Contractor shall indicate the reasons applicant(s) did not receive planned services.
- 4.2.1.4.3. The Contractor shall describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

**5. Client Fees and Donations**

**5.1. Title III Services**

- 5.1.1. With the exception of Subsection 5.3.1. of this agreement below, NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary and no one can be refused services if he/she is unable or unwilling to donate. The Contractor is not permitted to invoice clients or family members.
- 5.1.2. The Contractor shall report the total amount of collected donations on the quarterly report sent to BEAS Finance.

**5.2. Title XX Services**

- The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the NH Administrative Rule He-E 501 when establishing and charging fees to individuals. Additionally, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.
- 5.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for which reports of abuse, neglect, self-neglect and/or exploitation has not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

**5.3. Adult Protection Services (APS)**

- Under RSA 161-F: 42 et seq. (<http://www.gencourt.state.nh.us/rsa/html/XII/161-F/161-F-42.htm>), BEAS provides protective services to incapacitated adults to prevent and/or ameliorate neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in NH Administrative Rule He-E 700 ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-e700.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-e700.html)), the Contractor agrees that the payment received from the Department for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services.
- 5.3.1. The Contractor, providing Title III and/or Title XX services, may not charge fees or ask for donations from clients referred by the Department's Adult Protection Services (APS) program as long as these individuals remain active recipients of Adult Protective Services as verified by Adult Protection Services staff.



Exhibit A

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**6. Adult Protection Services (APS)**

- 6.1. The Contractor shall report suspected abuse, neglect, self-neglect and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law (<http://www.gencourt.state.nh.us/rsa/html/XII/161-F/161-F-46.htm>).
- 6.2. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client is in need of protective services.
- 6.3. The Contractor shall follow the plan of care established by the APS social worker.
- 6.4. The Contractor shall inform the referring APS staff of any changes in the individual's situation or other concerns, and APS staff is expected to inform the Contractor of any information that may affect service provision.

**7. E-Studio Electronic Information System**

- 7.1. The Contractor shall be required to use the Department's E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions and other critical information.
- 7.2. The Contractor shall identify all of the key personnel who will require E-Studio accounts to ensure that information from the Department can be shared with the necessary agency staff. There is no cost to the Contractor for the Department to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio.
- 7.3. The Contractor shall ensure their E-Studio account(s) are kept current and that the Department is notified when a staff member is no longer working in the program so his/her account can be terminated.

**8. Criminal Background and Adult Protection Service Registry Checks**

- 8.1. The Contractor's staff members or volunteers, who will be interacting with or providing hands-on care to individuals receiving services, are required to complete a BEAS State Registry check prior to providing services; in accordance with the requirement of RSA 161-F: 49 (<http://gencourt.state.nh.us/rsa/html/XII/161-F/161-F-49.htm>).
- 8.2. The Contractor shall conduct a New Hampshire Criminal Records background check on all agency staff as well as prospective employees or volunteers, funded under this contract that may have client contact.

**9. Grievance and Appeals**

- 9.1. The Contractor shall maintain a system for tracking, resolving and reporting client complaints regarding its services, processes, procedures and staff.
- 9.2. The Contractor shall develop a grievance process. Any grievances filed are to be available to the Department upon request. At a minimum, the process shall include the following:
  - 9.2.1. Client name,
  - 9.2.2. Type of service,
  - 9.2.3. Date of written grievance,
  - 9.2.4. Nature/subject of the grievance,
  - 9.2.5. Who in the agency reconsiders agency decisions, and
  - 9.2.6. The types of issues that can be addressed in the grievance process and how clients are informed of their right to appeal or file grievances.



Exhibit A

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**10. Culturally and Linguistically Appropriate Standards of Care**

- 10.1. The Contractor shall ensure equal access to quality services under this agreement by providing culturally and linguistically appropriate services according to the following guidelines:
- 10.1.1. Assess the ethnic/cultural needs, resources and assets of their community.
  - 10.1.2. Promote the knowledge and skills necessary for staff to work effectively with clients with respect to their culturally and linguistically diverse environment or to those with disabilities.
  - 10.1.3. When feasible and appropriate, provide clients with minimal English skills with interpretation services.
  - 10.1.4. Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
  - 10.1.5. When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

**11. Wait Lists**

- 11.1. The Contractor shall provide all services covered under this agreement to the extent that funds, staff and/or resources for this purpose are available.
- 11.2. The Contractor shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services. The wait list shall include at a minimum:
- 11.2.1. The individual's full name and date of birth;
  - 11.2.2. The name of the service being requested;
  - 11.2.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or the Department;
  - 11.2.4. The target date of implementing the services based on the communication between the individual and the Department/contractor;
  - 11.2.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
  - 11.2.6. The individual's assigned priority on the wait list, determined in accordance with Sub-section 11.3. below;
  - 11.2.7. A brief description of the individual's circumstances and the services he or she needs.
- 11.3. The Contractor shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
- 11.3.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
  - 11.3.2. Declining mental or physical health of the caregiver;
  - 11.3.3. Declining mental or physical health of the individual;
  - 11.3.4. Individual has no respite services while living with a caregiver; and
  - 11.3.5. Length of time on the wait list.
  - 11.3.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
  - 11.3.7. Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
  - 11.3.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.



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- 11.4. When an individual is placed on the wait list, the Contractor shall notify the individual in writing.
- 11.5. The Contractor shall maintain the wait list for the duration of the contract period and make it available to the Department upon request.

**12. Notice of Failure to Meet Service Obligations**

12.1. In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall provide written notice of such inability at least ninety (90) days prior and shall mail it to:

Bureau Director  
Bureau of Elderly and Adult Services  
129 Pleasant Street  
Concord, NH 03301

- 12.1.1. Examples of failure to meet service obligations may include, but not limited to:
  - 12.1.1.1. Reducing hours of operation
  - 12.1.1.2. Changing a geographic service area
  - 12.1.1.3. Closing or opening a site
- 12.1.2. The written notification shall include the following:
  - 12.1.2.1. Reason(s) for the inability to deliver services;
  - 12.1.2.2. How service recipients and the community will be impacted;
  - 12.1.2.3. How service recipients and the community will be notified; and
  - 12.1.2.4. A plan to transition clients into other services or refer the clients to other agencies.
- 12.1.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
  - 12.1.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract;
  - 12.1.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
  - 12.1.3.3. The Contractor terminates a service or services for any reason;
  - 12.1.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

**13. Transition Process**

- 13.1. The Contractor shall have a transition process for clients in the event that they may be transitioned between the Department's contracted providers.
- 13.2. The Contractor shall submit a written transition process to the Department within thirty (30) days of approval of the Contract Agreement. The process shall ensure:
  - 13.2.1. Uninterrupted delivery of services to clients;
  - 13.2.2. A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

**14. Compliance with Laws and Regulations**

14.1. The Contractor shall be licensed in accordance with RSA 151:2 (f) (<http://law.justia.com/codes/new-hampshire/2010/titlexi/chapter151/section151-2/>), and as governed by NH Administrative Rule He-P 818 (<http://www.dhhs.nh.gov/oos/bhfa/documents/he-p818.pdf>). Additionally, the Contractor shall provide services in accordance with NH Administrative Rules He-E 501 and He-E 502.



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14.2. The Contractor shall provide services and administration of the program in accordance with the applicable Federal and State laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.



Exhibit B

**Method and Conditions Precedent to Payment**

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.044, Administration on Aging, Special Programs for the aging – Title IIIB and #93.667 US Department of Health and Human Services, Social Services Block Grant – Title XX, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the rate of seven dollars and twenty-five cents (\$7.25) per unit, per client, not to exceed twelve (12) hours per day.
4. Payments for Title III funding shall not exceed sixteen thousand (16,000) units.
5. Payments for Title XX funding shall not exceed twenty thousand, three hundred (20,300) units.
6. Payment for services shall be made as follows:
  - 6.1. The Contractor must submit monthly invoices by the 15<sup>th</sup> of the month in accordance with procedure and instructions established by the Department for reimbursement for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 6.2. The invoices must;
    - 6.2.1. Clearly identify the amount requested and the services performed during that period.
    - 6.2.2. Include a detailed account of the services provided to include: individual in receipt of services, number of units and funding source attributable to the services.
  - 6.3. Invoices described in Exhibit B, Method and Conditions Precedent to Payment; Sections 6.1 and 6.2., and reports identified in Exhibit A, Scope of Services; Section 4, Reporting, must be submitted to:

Department of Health and Human Services  
Data Management Unit  
129 Pleasant Street  
PO Box 2000  
Concord, NH 03301
7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
8. A final payment request shall be submitted no later than forty (40) days after the Contract ends. Failure to submit the invoice and accompanying documentation could result in nonpayment.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if said services have not been completed in accordance with the terms and conditions of this Agreement.

*BP*  
9/21/16



**SPECIAL PROVISIONS**

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

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



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

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

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

*ABP*  
Date *9/21/16*



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

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



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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

*BP*  
9/21/16



**REVISIONS TO GENERAL PROVISIONS**

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



**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 GRANTEEES 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. 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;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. 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);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. 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;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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

  
Date 9/21/16



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. 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
    - 1.6.2. 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;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

9/21/16  
Date

  
Name: Sandra Pelletier  
Title: President/CEO



**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

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

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

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

Contractor Name:

Date 9/21/16

  
Name: Sandra Belleher  
Title: President/CEO



**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.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*ABT*  
Date *9/21/16*



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**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. 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;
  - 11.3. 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
  - 11.4. 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.
12. 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).

**LOWER TIER COVERED TRANSACTIONS**

13. 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:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. 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).
14. 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 Name:

9/21/16  
Date

Sandra Pelletier  
Name: Sandra Pelletier  
Title: President/CEO



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

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

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

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

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

Exhibit G

Contractor Initials

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

*SBF*  
9/21/16



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

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

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

Contractor Name:

9/21/14  
Date

  
Name: Sandra Pelletier  
Title: President/CEO

Exhibit G

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

Contractor Initials



Date

9/21/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

9/21/16  
Date

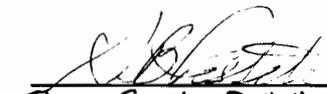
  
Name: Sandra Pelletier  
Title: President/CEO



Exhibit I

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

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

**(1) Definitions.**

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



Exhibit I

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

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

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

9/21/16



Exhibit I

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

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

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

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

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

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

*BF*

9/21/16



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

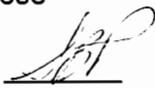
  
9/21/16



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

9/21/16

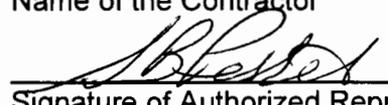


Exhibit I

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

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

\_\_\_\_\_  
 The State  
  
 Signature of Authorized Representative  
Maureen Ryan  
 Name of Authorized Representative  
 Director,  
Office of Human Services  
 Title of Authorized Representative  
 \_\_\_\_\_  
 Date 10/3/16

Area Agency of Greater Nashua, Inc. DBA: Gateways Community Services  
 Name of the Contractor  
  
 Signature of Authorized Representative  
Sandra Pelletier  
 Name of Authorized Representative  
President/CEO  
 Title of Authorized Representative  
 \_\_\_\_\_  
 Date 9/21/16



**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:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. 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.

Contractor Name:

Date 9/21/16

  
Name: Sandra Pelletier  
Title: President/CEO



**FORM A**

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

1. The DUNS number for your entity is: 193539343
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

\_\_\_\_\_ NO                        X   YES

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

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

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

\_\_\_\_\_ NO                        X   YES

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

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

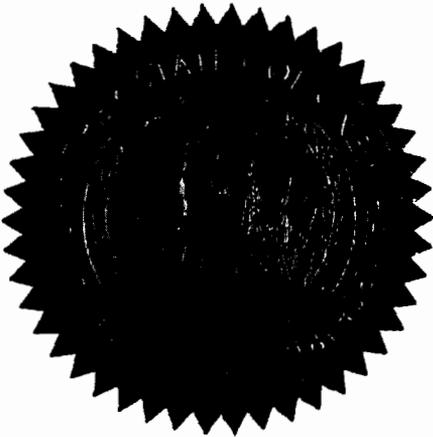
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Gateways Community Services is a New Hampshire trade name registered on December 12, 1983 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 20<sup>th</sup> day of May, A.D. 2016

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, Mark M. Thornton, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Gateways Community Services.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 30, 2016.  
(Date)

**RESOLVED:** That the Sandra Pelletier  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21 day of September, 2016.  
(Date Contract Signed)

4. Sandra Pelletier is the duly elected President/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Mark M. Thornton  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 21st day of Sept, 2016

By Mark M. Thornton  
(Name of Elected Officer of the Agency)

Janet Cate Boisvert  
(Notary Public/Justice of the Peace)

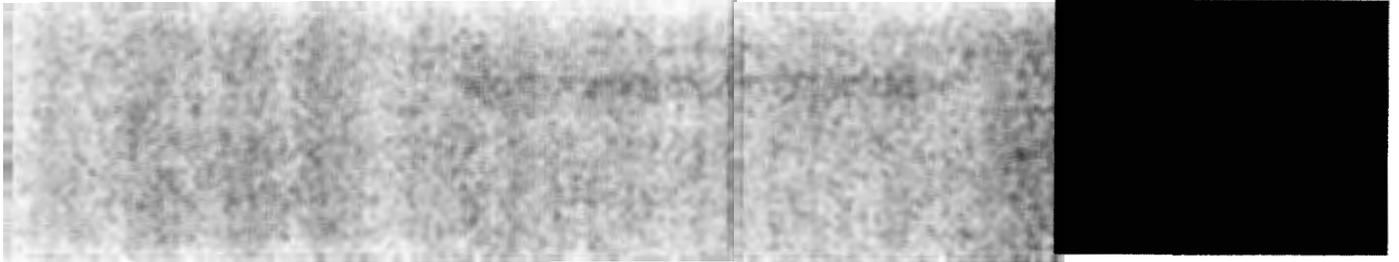
Commission Expires: JANET CATE BOISVERT, Notary Public  
**My Commission Expires June 19, 2018**





### *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.*



**CONSOLIDATED FINANCIAL STATEMENTS**

**June 30, 2015 and 2014**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services  
and Area Agency Properties, Inc.

We have audited the accompanying consolidated financial statements of Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services and Area Agency Properties, Inc. (the Organization), which comprise the consolidated statements of financial position as of June 30, 2015, and the related consolidated statements of activities, functional revenue and support, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

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

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

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

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

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

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

***Basis for Qualified Opinion***

As disclosed in Note 6 to the consolidated financial statements, the Organization has excluded the financial statements of The PLUS Company, Inc. from the accompanying consolidated financial statements. In accordance with U.S. GAAP, consolidation of related organizations is required when either common control or economic dependency exists. At June 30, 2015, both of these criteria exist between the Organization and The PLUS Company, Inc.

***Qualified Opinion***

In our opinion, except for the matter described in the *Basis for Qualified Opinion* paragraph, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2015, and the changes in their net assets and their cash flows for the year then ended in accordance with U.S. GAAP.

***Prior Period Consolidated Financial Statements***

The consolidated financial statements of the Organization as of and for the year ended June 30, 2014, were audited by another auditor whose report dated December 17, 2014, expressed a qualified opinion on those consolidated financial statements due to the exclusion of an affiliate's financial statements in the consolidated financial statements in accordance with U.S. GAAP as disclosed in the *Basis for Qualified Opinion* paragraph of this report.

*Berry Duann McNeil & Parker, LLC*

Manchester, New Hampshire  
January 20, 2016

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statements of Financial Position**

**June 30, 2015 and 2014**

	<u>2015</u>	<u>2014</u>
<b>ASSETS</b>		
Current assets		
Cash	\$ 2,950,855	\$ 2,628,280
Client accounts	453,825	435,960
Accounts receivable, net of allowance for doubtful accounts of \$21,108 and \$27,775 in 2015 and 2014, respectively	4,311,590	3,370,538
Prepaid expenses and other current assets	<u>167,855</u>	<u>304,654</u>
Total current assets	7,884,125	6,739,432
Property and equipment, net	2,446,503	2,324,928
Deposits	78,557	56,218
Beneficial interest in a perpetual trust	<u>33,046</u>	<u>32,759</u>
Total assets	<u>\$10,442,231</u>	<u>\$ 9,153,337</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities		
Current portion of long-term debt	\$ 59,875	\$ 56,160
Accounts payable	2,939,239	2,119,414
Accrued expenses and other current liabilities	497,655	600,323
Deferred revenue	1,581,098	1,354,828
Client accounts	<u>453,825</u>	<u>435,960</u>
Total current liabilities	5,531,692	4,566,685
Long-term debt, net of current portion	<u>730,309</u>	<u>789,735</u>
Total liabilities	<u>6,262,001</u>	<u>5,356,420</u>
Net assets		
Unrestricted	4,156,678	3,778,401
Temporarily restricted	<u>23,552</u>	<u>18,516</u>
Total net assets	<u>4,180,230</u>	<u>3,796,917</u>
Total liabilities and net assets	<u>\$10,442,231</u>	<u>\$ 9,153,337</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statements of Activities**

**Years Ended June 30, 2015 and 2014**

	2015			2014		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
<b>Revenue and support</b>						
Medicaid	\$ 36,812,472	\$ -	\$36,812,472	\$ 34,859,333	\$ -	\$34,859,333
New Hampshire Department of Developmental Services	782,158	-	782,158	863,113	-	863,113
Contributions and grants	1,578,028	15,780	1,593,808	1,155,032	7,403	1,162,435
Client fees	187,691	-	187,691	200,288	-	200,288
Adult day service program	226,758	-	226,758	242,591	-	242,591
Rental income	45,830	-	45,830	35,027	-	35,027
Interest income	1,614	-	1,614	473	-	473
Change in beneficial interest in perpetual trust	287	-	287	4,602	-	4,602
Other revenues	351,457	-	351,457	423,850	-	423,850
The PLUS Company, Inc. services	131,996	-	131,996	130,176	-	130,176
United Way	10,193	-	10,193	14,238	-	14,238
Third party insurance	605,133	-	605,133	484,275	-	484,275
Production sales and service	156,158	-	156,158	337,442	-	337,442
Net assets released from restrictions	10,744	(10,744)	-	12,219	(12,219)	-
<b>Total revenue and support</b>	<b>40,900,519</b>	<b>5,036</b>	<b>40,905,555</b>	<b>38,762,659</b>	<b>(4,816)</b>	<b>38,757,843</b>
<b>Operating expenses</b>						
Program services						
Adult services	32,844,463	-	32,844,463	30,567,058	-	30,567,058
Children services	3,167,931	-	3,167,931	3,363,673	-	3,363,673
Elder services	2,310,961	-	2,310,961	1,848,890	-	1,848,890
Medicaid infrastructure	-	-	-	96,268	-	96,268
<b>Total program services</b>	<b>38,323,355</b>	<b>-</b>	<b>38,323,355</b>	<b>35,875,889</b>	<b>-</b>	<b>35,875,889</b>
Supporting services						
General management	2,106,761	-	2,106,761	2,154,594	-	2,154,594
Fundraising	92,126	-	92,126	111,370	-	111,370
<b>Total supporting services</b>	<b>2,198,887</b>	<b>-</b>	<b>2,198,887</b>	<b>2,265,964</b>	<b>-</b>	<b>2,265,964</b>
<b>Total operating expenses</b>	<b>40,522,242</b>	<b>-</b>	<b>40,522,242</b>	<b>38,141,853</b>	<b>-</b>	<b>38,141,853</b>
Change in net assets	378,277	5,036	383,313	620,806	(4,816)	615,990
Net assets, beginning of year	3,778,401	18,516	3,796,917	3,157,595	23,332	3,180,927
Net assets, end of year	<u>\$ 4,156,678</u>	<u>\$ 23,552</u>	<u>\$ 4,180,230</u>	<u>\$ 3,778,401</u>	<u>\$ 18,516</u>	<u>\$ 3,796,917</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statement of Functional Revenue and Support**

For the Year Ended June 30, 2015

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency Revenues	Area Agency Properties	Eliminations	Total Program Services
Medicaid	\$ -	\$ -	\$ 33,936,152	\$ 2,248,585	\$ 627,735	\$ 36,812,472	\$ -	\$ -	\$ 36,812,472
New Hampshire Department of Developmental Services	-	-	355,882	426,276	-	782,158	-	-	782,158
Contributions and grants	-	39,677	23,342	109,106	1,421,683	1,593,808	-	-	1,593,808
Client fees	-	-	184,648	3,043	-	187,691	-	-	187,691
Adult day service program	-	-	-	-	226,758	226,758	-	-	226,758
Rental income	-	-	45,830	-	-	45,830	383,688	(383,688)	45,830
Interest income	1,238	-	-	346	-	1,584	30	-	1,614
Change in beneficial interest in a perpetual trust	-	287	-	-	-	287	-	-	287
Other revenues	442	-	120,403	64,733	118,988	304,566	46,891	-	351,457
The PLUS Company, Inc. service United Way	131,996	-	-	-	-	131,996	-	-	131,996
Third party insurance	-	-	1,077	-	9,116	10,193	-	-	10,193
Production sales and service Management fees	44,550	-	40,638	605,133	-	605,133	-	-	605,133
	-	-	77,016	70,970	-	156,158	-	-	156,158
	-	-	-	-	-	77,016	-	(77,016)	-
<b>Total revenue and support</b>	<b>\$ 178,226</b>	<b>\$ 39,964</b>	<b>\$ 34,784,988</b>	<b>\$ 3,528,192</b>	<b>\$ 2,404,280</b>	<b>\$ 40,935,650</b>	<b>\$ 430,609</b>	<b>\$ (460,704)</b>	<b>\$ 40,905,555</b>

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

**AREA AGENCY OF GREATER NASHUA, INC. DIBIA GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statement of Functional Revenue and Support**

**For the Year Ended June 30, 2014**

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Medicaid Infrastructure	Total Area Agency Revenues	Area Agency Properties	Eliminations	Total Program Services
Medicaid	\$ -	\$ 60	\$ 31,819,137	\$ 2,336,984	\$ 703,152	\$ -	\$ 34,859,333	\$ -	\$ -	\$ 34,859,333
New Hampshire Department of Developmental Services	-	-	308,824	554,289	-	-	863,113	-	-	863,113
Contributions and grants	22,852	32,522	192,130	105,130	797,307	12,494	1,162,435	-	-	1,162,435
Client fees	-	-	200,288	-	-	-	200,288	-	-	200,288
Adult day service program	-	-	-	-	242,591	-	242,591	-	-	242,591
Rental income	-	-	31,863	-	-	-	31,863	369,752	(366,588)	35,027
Interest income	-	-	-	198	-	-	198	275	-	473
Change in beneficial interest in a perpetual trust	-	4,602	-	-	-	-	4,602	-	-	4,602
Other revenues	49,161	13	139,759	72,147	162,759	11	423,850	-	-	423,850
The PLUS Company, Inc. services	128,565	21	779	592	202	17	130,176	-	-	130,176
United Way	-	-	2,323	-	11,915	-	14,238	-	-	14,238
Third party insurance	-	-	-	484,275	-	-	484,275	-	-	484,275
Production sales and service	3,400	159	237,593	86,290	-	10,000	337,442	-	-	337,442
Management fees	-	-	76,674	-	-	-	76,674	-	(76,674)	-
<b>Total revenue and support</b>	<b>\$ 203,978</b>	<b>\$ 37,377</b>	<b>\$ 33,009,370</b>	<b>\$ 3,639,905</b>	<b>\$ 1,917,926</b>	<b>\$ 22,522</b>	<b>\$ 38,831,078</b>	<b>\$ 370,027</b>	<b>\$ (443,262)</b>	<b>\$ 38,757,843</b>

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

**AREA AGENCY OF GREATER NASHUA, INC. DIB/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statement of Functional Expenses**

**For the Year Ended June 30, 2015**

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Area Agency Expenses	Area Agency Properties	Eliminations	Total Program Expenses
<b>Payroll and related expenses</b>									
Salaries and wages	\$ 1,197,804	\$ 33,507	\$ 3,049,829	\$ 1,689,141	\$ 1,162,359	\$ 7,132,640	\$ -	\$ -	\$ 7,132,640
Contract staff	94,958	5	18,525	1,736	51	115,275	-	-	115,275
Employee benefits	330,361	7,816	558,128	291,992	135,773	1,324,070	-	-	1,324,070
Payroll taxes	85,336	2,519	229,243	127,844	88,455	533,397	-	-	533,397
<b>Total payroll and related expenses</b>	<b>1,708,459</b>	<b>43,847</b>	<b>3,855,725</b>	<b>2,110,713</b>	<b>1,386,638</b>	<b>9,105,382</b>	<b>-</b>	<b>-</b>	<b>9,105,382</b>
<b>Other expenses</b>									
Client treatment services	1,579	73	457,623	745,182	615,168	1,819,625	-	-	1,819,625
Professional fees	244,988	845	491,420	107,405	152,035	996,693	6,714	(6,714)	996,693
Staff development and training	20,879	6,386	257,576	14,274	2,709	301,824	-	-	301,824
Rent and mortgage interest	21,317	941	353,799	31,431	89,196	496,684	31,186	(383,688)	144,182
Other occupancy costs	-	-	-	-	-	-	37,562	-	37,562
Utilities	4,940	218	26,331	7,283	2,267	41,039	294	-	41,333
Repair and maintenance	5,593	221	67,699	7,368	2,294	83,175	200,388	(70,302)	213,261
Office, building and household	25,626	184	31,507	13,419	6,784	77,520	59	-	77,579
Equipment rental	20,645	330	39,932	11,754	5,266	77,927	-	-	77,927
Advertising	4,135	2,633	7,536	2,665	719	17,688	-	-	17,688
Communications	11,548	303	24,238	7,054	4,800	47,943	366	-	48,309
Transportation	5,580	2,722	185,377	37,684	12,436	243,799	4,313	-	248,112
Client services	-	-	323,397	9,065	21,258	353,720	-	-	353,720
Insurance	29,882	197	23,768	6,574	2,671	63,092	13,723	-	76,815
Other	-	33,161	280,349	54,046	8,185	375,741	87	-	375,828
Subcontractor	-	-	26,444,379	-	-	26,444,379	-	-	26,444,379
<b>Total other expenses</b>	<b>396,712</b>	<b>48,214</b>	<b>29,014,931</b>	<b>1,055,204</b>	<b>925,788</b>	<b>31,440,849</b>	<b>294,692</b>	<b>(460,704)</b>	<b>31,274,837</b>
<b>Total operating expenses before depreciation and Area Agency Properties and elimination allocations</b>	<b>2,105,171</b>	<b>92,061</b>	<b>32,870,656</b>	<b>3,165,917</b>	<b>2,312,426</b>	<b>40,546,231</b>	<b>294,692</b>	<b>(460,704)</b>	<b>40,380,219</b>
Depreciation	4,914	210	25,669	7,016	2,184	39,993	102,030	-	142,023
Area Agency Properties expense allocation	20,613	902	321,565	31,017	22,625	396,722	(396,722)	-	-
Elimination allocation	(23,937)	(1,047)	(373,427)	(36,019)	(26,274)	(460,704)	-	460,704	-
<b>Total operating expenses</b>	<b>\$ 2,106,761</b>	<b>\$ 92,126</b>	<b>\$ 32,844,463</b>	<b>\$ 3,167,931</b>	<b>\$ 2,310,961</b>	<b>\$ 40,522,242</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 40,522,242</b>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statement of Functional Expenses**

**For the Year Ended June 30, 2014**

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Medicaid Infrastructure	Area Agency Expenses	Area Agency Properties	Eliminations	Total Program Expenses
<b>Payroll and related expenses</b>										
Salaries and wages	\$ 1,138,632	\$ 42,211	\$ 3,559,656	\$ 1,616,124	\$ 944,887	\$ 57,808	\$ 7,359,318	\$ -	\$ -	\$ 7,359,318
Contract staff	51,169	1,433	40,710	15,648	2,849	-	111,809	-	-	111,809
Employee benefits	326,935	10,051	590,554	293,312	125,476	15,470	1,361,798	-	-	1,361,798
Payroll taxes	82,311	3,217	271,485	124,089	72,473	4,210	557,785	-	-	557,785
Total payroll and related expenses	<u>1,599,047</u>	<u>56,912</u>	<u>4,462,405</u>	<u>2,049,173</u>	<u>1,145,685</u>	<u>77,488</u>	<u>9,390,710</u>	<u>-</u>	<u>-</u>	<u>9,390,710</u>
<b>Other expenses</b>										
Client treatment services	350	13	409,589	885,246	412,375	11	1,707,584	-	-	1,707,584
Professional fees	295,001	835	476,554	97,251	81,467	9,677	960,785	6,372	(6,372)	960,785
Staff development and training	26,367	8,084	69,790	35,202	5,364	2,658	147,465	-	-	147,465
Rent and mortgage interest	34,631	1,787	306,224	52,324	94,979	1,544	491,489	34,313	(318,588)	207,214
Other occupancy costs	-	-	1,006	-	-	-	1,006	25,934	-	26,940
Utilities	7,870	406	16,499	11,891	4,064	351	41,081	632	-	41,713
Repairs and maintenance	6,854	353	54,347	10,355	4,292	306	76,507	188,744	(118,302)	146,949
Office, building and household	45,789	1,309	29,471	21,200	10,003	572	108,344	98	-	108,442
Equipment rental	23,094	528	20,359	16,113	6,918	457	67,469	-	-	67,469
Advertising	2,885	2,793	7,080	2,776	1,695	416	17,645	-	-	17,645
Communications	9,284	314	21,519	11,324	7,978	891	51,310	357	-	51,667
Transportation	6,422	2,588	185,469	39,050	24,063	650	258,242	4,313	-	262,555
Client services	-	-	224,122	15,951	23,330	-	263,403	-	-	263,403
Insurance	19,538	433	16,662	12,664	4,689	373	54,359	18,518	-	72,877
Other	86,537	35,269	144,305	101,904	24,410	1,094	393,519	840	-	394,359
Subcontractor	-	-	24,119,985	8,521	-	-	24,128,506	-	-	24,128,506
Total other expenses	<u>564,622</u>	<u>54,712</u>	<u>26,102,981</u>	<u>1,321,772</u>	<u>705,627</u>	<u>19,000</u>	<u>28,768,714</u>	<u>280,121</u>	<u>(443,262)</u>	<u>28,605,573</u>
<b>Total operating expenses before depreciation and Area Agency Properties and elimination allocations</b>	2,163,669	111,624	30,565,386	3,370,945	1,851,312	96,488	38,159,424	280,121	(443,262)	37,996,283
Depreciation	-	214	40,588	6,446	2,264	184	49,696	95,874	-	145,570
Area Agency Properties expense allocation	25,326	1,308	296,871	38,287	13,077	1,126	375,995	(375,995)	-	-
Elimination allocation	(34,401)	(1,776)	(335,787)	(52,005)	(17,763)	(1,530)	(443,262)	-	443,262	-
Total operating expenses	<u>\$ 2,154,594</u>	<u>\$ 111,370</u>	<u>\$30,567,058</u>	<u>\$ 3,363,673</u>	<u>\$ 1,848,890</u>	<u>\$ 96,268</u>	<u>\$ 38,141,853</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 38,141,853</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Consolidated Statements of Cash Flows**

**Years Ended June 30, 2015 and 2014**

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Cash received from revenue and support	\$ 40,188,872	\$ 36,367,350
Cash paid to suppliers and employees	(39,480,926)	(37,695,437)
Interest received	1,614	473
Interest paid	<u>(38,744)</u>	<u>(45,907)</u>
Net cash provided (used) by operating activities	<u>670,816</u>	<u>(1,373,521)</u>
Cash flows from investing activities		
Change in deposits	(22,339)	(3,679)
Acquisition of property and equipment	<u>(270,191)</u>	<u>(380,619)</u>
Net cash used by investing activities	<u>(292,530)</u>	<u>(384,298)</u>
Cash flows from by financing activities		
Payments on long-term debt	<u>(55,711)</u>	<u>(50,086)</u>
Net increase (decrease) in cash and cash equivalents	322,575	(1,807,905)
Cash, beginning of year	<u>2,628,280</u>	<u>4,436,185</u>
Cash, end of year	<u>\$ 2,950,855</u>	<u>\$ 2,628,280</u>
Reconciliation of change in net assets to net cash provided (used) by operating activities		
Change in net assets	\$ 383,313	\$ 615,990
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	142,023	145,570
Loss on disposal of property and equipment	6,593	-
Change in beneficial interest in a perpetual trust	(287)	(4,602)
Change in assets and liabilities		
Increase in accounts receivable	(941,052)	(1,854,636)
Decrease (increase) in prepaid expenses and other current assets	136,799	(172,839)
Increase in accounts payable	819,825	215,647
(Decrease) increase in accrued expenses and other current liabilities	(102,668)	212,131
Increase (decrease) in deferred revenue	<u>226,270</u>	<u>(530,782)</u>
Net cash provided (used) by operating activities	<u>\$ 670,816</u>	<u>\$ (1,373,521)</u>

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

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2015 and 2014**

**Nature of Activities**

Area Agency of Greater Nashua, Inc. d/ba Gateways Community Services (Gateways) provides a comprehensive residential and service delivery system for elders and people with developmental disabilities in southern New Hampshire. Its primary funding sources are federal and state governmental programs.

Area Agency Properties, Inc. (Properties) owns various homes and commercial office space that are used as residences for clients and for general operations.

**1. Summary of Significant Accounting Policies**

**Principles of Consolidation**

The consolidated financial statements include the accounts of Gateways and Properties (collectively, the Organization). All material intercompany accounts and transactions have been eliminated in consolidation.

**Use of Estimates**

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

**Basis of Presentation**

Net assets and revenues, expenses, gains and losses are classified as follows:

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

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

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2015 and 2014, the Organization had no permanently restricted net assets.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2015 and 2014**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

**Income Taxes**

Gateways and Properties are tax-exempt organizations as described in Section 501(c)(3) and Section 501(c)(2), respectively, of the U.S. Internal Revenue Code (the Code) and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

**Cash**

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

**Accounts Receivable**

Accounts receivable are stated at the amount that management expects to collect from outstanding balances. The Organization uses a specific identification reserve method to account for uncollectible accounts. A reserve for accounts receivable of \$21,108 and \$27,775 was recognized at June 30, 2015 and 2014, respectively. Balances that are outstanding after management has used reasonable collection efforts are written off through a charge to the reserve and a credit to accounts receivable.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2015 and 2014**

**Property and Equipment**

Property and equipment are recorded at cost or, if donated, at their estimated value at date of receipt. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets as follows:

<u>Description</u>	<u>Estimated Lives</u>
Buildings and building improvements	10-40 years
Furniture	5-10 years

**Deferred Revenue**

The Organization's deferred revenue consists of funds received in advance from the State of New Hampshire for services to be performed at a later date.

**Functional Allocation of Expenses**

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

**Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through January 20, 2016, which is the date that the consolidated financial statements were available to be issued.

**2. Property and Equipment**

Property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Land and improvements	\$ 521,520	\$ 521,520
Building improvements	3,196,800	3,140,671
Vehicles	14,452	14,452
Equipment and furniture	<u>542,348</u>	<u>382,000</u>
	4,275,120	4,058,643
Less accumulated depreciation	<u>1,828,617</u>	<u>1,733,715</u>
	<u>\$ 2,446,503</u>	<u>\$ 2,324,928</u>

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2015 and 2014**

**3. Line of Credit**

The Organization has an unsecured line of credit with maximum borrowing of \$2,000,000. Interest on any outstanding balances is due monthly. The agreement provides that any borrowings are due on demand and bear interest at the lender's base rate (3.25% at June 30, 2015). The Organization maintained no outstanding balance at June 30, 2015 and 2014. The line of credit is due for renewal on February 28, 2016.

**4. Long-Term Debt**

Long-term debt consisted of the following at June 30:

	<u>2015</u>	<u>2014</u>
Mortgage note, payable in monthly installments of \$2,872 including interest at 3.37%, through May 2018; collateralized by real estate.	\$ 461,254	\$ 479,613
Mortgage note, payable in monthly installments of \$2,408 including interest at 3.75%, through January 2022; collateralized by real estate.	168,037	190,078
Mortgage note, payable in monthly installments of \$1,928 including interest at 4.55%, through November 2023; collateralized by real estate.	<u>160,893</u>	<u>176,204</u>
	<b>790,184</b>	<b>845,895</b>
Less current portion	<u>(59,875)</u>	<u>(56,160)</u>
Long-term debt, net of current portion	<u><b>\$ 730,309</b></u>	<u><b>\$ 789,735</b></u>

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

2016	\$	59,875
2017		62,209
2018		461,493
2019		44,214
2020		46,055

Certain notes payable of Properties contain financial covenants, which require that Properties maintain a debt service coverage ratio, as defined, of 1.2:1. Properties was in compliance with the debt service coverage ratio as of June 30, 2015.

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2015 and 2014**

**5. Concentration of Credit Risk**

For the years ended June 30, 2015 and 2014, 90% of revenue and support of the Organization was derived through contracts with the State of New Hampshire's Medicaid program. As of June 30, 2015 and 2014, accounts receivable due from the State of New Hampshire's Medicaid Program was 72% and 77%, respectively.

**6. Affiliate**

Effective July 1, 1996, the Organization entered into an affiliation agreement with The PLUS Company, Inc. (PLUS). The affiliation agreement allowed for certain administrative functions to be combined and required the Organization's Board of Directors to have majority representation on PLUS's Board of Directors. In addition to the Organization's majority representation on PLUS's Board of Directors, PLUS is financially dependent on the Organization.

PLUS's financial statements are not included in the accompanying consolidated financial statements, as required by U.S. GAAP, for certain regulatory reporting purposes. The Organization's general purpose consolidated financial statement include the accounts of all the related entities.

The following is summarized financial data of PLUS:

	<u>2015</u>	Restated <u>2014</u>
Total assets	<u>\$ 3,642,802</u>	<u>\$ 3,610,409</u>
Total liabilities	<u>\$ 2,134,495</u>	\$ 2,483,613
Total net assets	<u>1,508,307</u>	<u>1,126,796</u>
Total liabilities and net assets	<u>\$ 3,642,802</u>	<u>\$ 3,610,409</u>
Total revenue and support	<u>\$11,829,806</u>	\$10,856,248
Total operating expenses	<u>11,448,295</u>	<u>10,783,761</u>
Change in net assets	<u>\$ 381,511</u>	<u>\$ 72,487</u>
Due to PLUS included in accounts payable	<u>\$ 784,828</u>	<u>\$ 486,991</u>
PLUS revenue and support derived from the Organization included in subcontractor expense	<u>\$ 8,039,403</u>	<u>\$ 7,373,810</u>

**AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.**

**Notes to the Consolidated Financial Statements**

**June 30, 2015 and 2014**

In 2003, PLUS acquired a building from a related party, but did not begin to depreciate the full value of the asset over its expected useful life. As a result its 2014 financial statements had to be restated to reflect this depreciation. The effect of the restatement as of July 1, 2014 and 2013 was \$64,454 and \$58,069, respectively. The restatement resulted in a decrease in the previously reported change in unrestricted net assets for the year ended June 30, 2014 of \$6,385.

**7. Retirement Plan**

On August 1, 2012, the Organization adopted a qualified 403(b) retirement plan (the Plan). The Plan covers all employees who have reached the age of 21 and completed 1,000 hours of service during the Plan year. The Plan provides for matching contributions at the discretion of the Organization. The matching contributions charged to operations for the plan were \$72,206 and \$121,958 for the years ended June 30, 2015 and 2014, respectively.

**8. Funds Held by Others**

The Organization is a beneficiary of a designated fund maintained at the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing this designated fund, property contributed by unrelated parties to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF has been granted the power to redesignate the funds contributed by unrelated parties, if the Organization is incapable of fulfilling their mission. The designated fund is not included in these consolidated financial statements, since NHCF has the ability to redesignate funds contributed by unrelated parties. The total market value of the designated fund was approximately \$465,000 at June 30, 2015 and \$425,000 at June 30, 2014.

The Organization is also a beneficiary of an agency endowment fund at NHCF. Pursuant to the terms of the resolution establishing this agency fund, property contributed by the Organization to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF does not have the power to redesignate the funds contributed by the Organization. At June 30, 2015 and 2014, the estimated value of the future distributions from the agency fund in the amount of \$33,046 and \$32,759, respectively, is included in the consolidated statements of financial position as beneficial interest in perpetual trust.

In accordance with its spending policy, NHCF will make annual distributions of approximately 5% of the market value which will be equally divided between the beneficiaries once the funds have reached an agreed upon minimum market value of \$1,000,000. There were no distributions from the funds in the years ended June 30, 2015 and 2014.

AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES  
AND AREA AGENCY PROPERTIES, INC.

Notes to the Consolidated Financial Statements

June 30, 2015 and 2014

9. Fair Value Measurements

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

**Level 1:** Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

**Level 2:** Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

**Level 3:** Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of the Organization's beneficial interest in perpetual trust is categorized as a Level 3 measurement because the interest is not marketable. The fair value of the assets held by the perpetual trust is based on the quoted market prices of the underlying assets. Due to the level of risk associated with the fair value of the underlying securities and the level of uncertainty related to changes in their value, it is at least reasonably possible that changes in risks in the near term would materially affect the amounts reported in the consolidated statements of financial position. Change in fair value of the Organization's beneficial interest in a perpetual trust consisted of appreciation of \$287 and \$4,602 for the years ended June 30, 2015 and 2014, respectively.

**GATEWAYS COMMUNITY SERVICES  
BOARD OF DIRECTORS**

*Updated July 11, 2016*

**Edgar R. Carter – Chair  
Helen Honorow – Vice Chair  
Mark Thornton\* – Secretary  
Joe Gamache\* – Treasurer**

**Bob Corcoran\*  
Jim McKenna  
Rich Pietravalle\*  
Lou Primmer\*  
Marc Sadowsky  
James Testaverde\* Leah Brokhoff  
Peggy Gilmour  
Tim McMahon\*  
Lauren Primmer\*  
Richard Quinlan\*  
Lisa Scheib  
Parker Thornton\***

*\*indicates consumer*

**Mary Beth Smaha**  
**Gateways Community Services**  
**144 Canal Street**  
**Nashua, NH 03064**  
**603-459-2742**

**EDUCATION**

**Northeastern University, Boston, MA**  
Master of Business Administration - 1988

New England Deaconess Hospital, Boston, MA  
Dietetic Internship – 1977

Rivier College, Nashua  
Bachelors of Science – 1976

**PROFESSIONAL EXPERIENCES**

**Gateways Community Services Nashua, Inc.**  
**Director of Senior and CFI Case Management 2015-Present**

- In addition to responsibilities list below, oversees all functions of Medicaid Choices for Independence working in conjunction with the state of New Hampshire and other health care organizations,

**Director of Gateways Senior Services 2013-2015**

- Develops and implements multi-service non-medical in-home support programs for seniors and adults with chronic illness with two revenue streams, Medicaid and privately paid from the client, or an insurance company. Provides outreach to business, community organizations, and groups in order to generate service sales leads in Hillsborough and Rockingham Counties.

**Adult Day Service Program Manager – 2005-2013**

- Responsible for the planning, coordinating and effective implementing of the Adult Day Service Program and supervision of all staff

**New England Home Therapies, Southborough, MA**

**Nutrition Care Coordinator – 1996-2005**

- Process new referrals for patients receiving tube feeds – coordinate patient teaching, VNA services and insurance authorization.
- Assess nutritional status of enteral and TPN patients as requested. Evaluate clinical, nutritional and metabolic response to therapy. Monitor and revise nutrition plan based on changes in patient status.
- Assist in the development of policies and procedures for patient care and operation.
- Support reimbursement staff by procuring medical documentation and justification of services and obtaining authorization from case managers.
- Act as a resource to physicians, clinicians and patients seeking information for home nutrition therapy.
- Assist with marketing activities and conduct clinical in-services for referral sources.

**Mary Beth Smaha**  
**Gateways Community Services**  
**144 Canal Street**  
**Nashua, NH 03064**  
**603-459-2742**

**PROFESSIONAL EXPERIENCES** *(continued)*

**State of New Hampshire, Department of Special Medical Services, Concord, NH**  
**Pediatric Nutrition Consultant – 2002-2004**

- Make home visits to interview parents/caregivers and patients to obtain medical, nutritional, medication, and psychosocial history to assess nutritional status of children identified at high nutritional risk.

**Children’s Hospital, Boston, MA**  
**Clinical Nutrition Manager – 1989-1996**

- Managed all aspects of the clinical nutrition services of the Nutrition and Food Service Department including inpatient and outpatient nutrition programs on the Boston campus and outpatient clinics at the satellite locations in Lexington and Peabody, MA.
- Responsible for recruitment, training, scheduling, supervision and evaluation of clinical dietitians and support staff.
- Develop and oversaw budget for staff and operations.

**Quality Assurance/Education Coordinator – 1985-1989**

- Planned and coordinated all inter/intra departmental clinical nutrition quality improvement and education activities ensuring compliance with department, hospital, and JCAHO specifications.
- Developed objectives and clinical experiences for dietetic interns rotating through Children’s for their pediatric practicum.

**Clinical Dietitian Specialist – 1983-1985**

- Developed and implemented nutritional care plans based on nutritional assessment of patients.
- Monitored patient progress and evaluated effectiveness of nutrition care.
- Provided patient and family education.

**Coordinator of Patient Food Service – 1979-1983**

- Established, directed, and evaluated patient food service policies and procedures in a decentralized food delivery system
- Interviewed, hired, trained and evaluated patient food service employees.

**Veterans Administration Medical Center, Brockton, MA**  
**Administrative Planning Unit Dietitian – 1977-1979**

- Developed policies and procedures for patient food service.

**PROFESSIONAL MEMBERSHIPS**

- New Hampshire Adult Day Association
- American Dietetics Association
- New Hampshire Dietetics Association
- Gerontological Nutritionists Practice Group
- Nutritionist in Developmental Disabilities and Psychiatric Disorders Practice Group
- Nutritionist in Diabetes Care practice Group

**BETH RAYMOND**  
**Gateways Community Services**  
**144 Canal Street**  
**Nashua, NH 03064**  
**603-459-2704**

**EDUCATION:** Masters Degree in Education  
University of New Hampshire, Durham NH  
Areas of concentration: Guidance and Personnel Services

**EMPLOYMENT HISTORY:**

November 1990 to Present

*Gateways Community Services (formerly Area Agency of Greater Nashua, Inc.)*  
Senior Director of Elder and Adult Custom Services  
Responsible to assist the President/CEO in the administration of Gateways Community Services. Currently supervise Adult Custom Services, Adult Day Service Program, Gateways for Seniors, Elders Case Management and CareConnect Health Home  
Have supervised the following programs: Service Coordination, Family Support, Infant and Toddler, Benefits Dept., Maintenance, Quality Assurance Department, Early Intervention and Pediatric Therapy Program.

July 1989-November 1990

*Area Agency of Greater Nashua*  
Community Resource Developer

Responsible to maximize the Area Agency's use of rental assistance programs, low income housing finance programs, untapped funding sources and alternative housing models.

1986-1989

*Nashua Housing Authority*  
Assistant Executive Director

Responsible to assist the Executive Director in the administration of the Nashua Housing Authority, senior member of Management Team and special projects.

1984-1986

*Nashua Housing Authority*  
Director of Management and Occupancy

Responsible for administration of Public House Program and Section 8 Housing Programs including certificates, vouchers, rental rehabilitation program and moderate rehabilitation program.

**BETH RAYMOND**  
**Gateways Community Services**  
**144 Canal Street**  
**Nashua, NH 03064**  
**603-459-2704**

**EMPLOYMENT HISTORY** *(continued)*:

- 1980-1984            *Nashua Housing Authority*  
Director of Resident Services
- Responsible to meet the social service needs of residents through referral to appropriate agency, development of direct service program.
- 1977-1980            *Nashua Housing Authority*  
Adult Day Service Program Coordinator
- Responsible for the creation and maintenance of Nashua's first Adult Day Care Program.
- 1974-1977            *Community Council Mental Health Center*  
Mental Health Worker
- Participated on team which developed and implemented Nashua's first partial hospitalization program for chronically mentally ill patients.

# SANDRA B. PELLETIER

Gateways Community Services | 144 Canal Street, Nashua, NH 03064  
spelletier@gatewayscs.org | www.gatewayscs.org

## PROFESSIONAL SUMMARY

Chief Executive Officer 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 <b>Certificate</b>	1994
Intensive 10-month statewide leadership development program (seminar format)	
Antioch College Management Institute, Keene, NH <b>Certificate</b>	1983
Management of Non-Profit Agencies	
University of New Hampshire, Durham, NH <b>M.Ed.</b>	1979
University of Maine, Orono, ME <b>B.A</b>	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 By the Center on Human Policy, Syracuse University	2012
Recipient of “The Walter J. Dunfey Award for Excellence in Management” from the New Hampshire Charitable Foundation – The Corporate Fund	1990

## EXPERIENCE

Gateways Community Services, Nashua, NH <b>President/CEO</b>	1983 – Present
Oversees a \$45 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 elders 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

SHARE Outreach	2015 – Present
New Futures	2015 – 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 – 2015
Endowment for Health Foundation – President of the Board	2012 – 2014

# TIMOTHY A. LEACH, C.P.A.

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## CHIEF FINANCIAL OFFICER

Professional capable of immediate impact on organization's issues with respect to finance/fiscal operations, corporate tax, audit, budget preparation, revenue recognition, reporting and compliance, data analysis, strategic and organizational planning, business operations and administration.

## 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.*

**Expertise and knowledge** in financial areas such as:

- Certified Public Accountant
- Audits/Internal Controls
- Policy Design
- International Operations
- Finance/Fiscal Operations
- Budgeting
- Strategic/Organizational Planning
- Revenue Recognition
- Corporate Tax
- Foreign Currency Translations
- System Implementation
- Staff Development
- Consolidated Financials
- Procurement of Goods
- Asset Management

## 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

AREA AGENCY OF GREATER NASHUA, INCORPORATED, Nashua, NH 2003 – Present

### Chief Financial Officer

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

ACCELLION INCORPORATED, Auburn, NH (Global Internet Start Up) 2001 – 2003

### 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 1989 – 2000

### 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 liaison for all financial matters pertaining to the Hospital as Interim Chief Financial Officer from February through April 2000.

PURDY, BORNSTEIN, HAMEL & BURRELL CPA's, Salem, NH 1988 – 1989

### Senior and Staff Accountant

- Performed audit, review, and compilation engagements; prepared corporate, partnership, and personal tax returns.

## EDUCATION

Master of Business Administration, New Hampshire College, Manchester, NH

Bachelor of Science in Accounting, 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

**CONTRACTOR NAME**

Key Personnel

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Sandra Pelletier	President/CEO	\$162,225	0.00%	\$0.00
Timothy Leach	CFO	\$100,725	0.00%	\$0.00

Subject: Adult Day Program Services (RFA-2017-BEAS-03-ADULT)

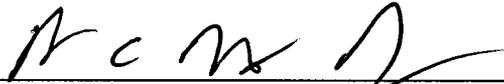
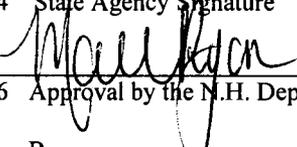
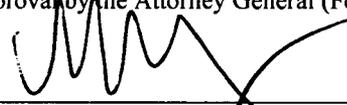
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Bureau of Elderly and Adult Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name The Homemakers Health Services		1.4 Contractor Address 215 Rochester Hill Road Rochester, NH 03867	
1.5 Contractor Phone Number 603-335-1770	1.6 Account Number 05-95-48-92550000-500918	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$123,250
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert C. May, Jr., President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>9/22/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: right;"> <b>PAMELA McCAULEY, Notary Public</b>                      My Commission Expires Sept. 16, 2020                 </div> [Seal] <u>Pamela McCauley</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Pamela McCauley - Notary</u>			
1.14 State Agency Signature  Date: <u>10/3/16</u>		1.15 Name and Title of State Agency Signatory <u>Maureen Ryan</u> Director, Office of Human Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Kelly - Attorney</u> <u>10/10/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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



## Scope of Services

### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Services shall be provided in Strafford, Rockingham and Carroll Counties.
- 1.4. Hours of operation shall be Monday through Friday, 8:00 am to 3:00 pm.

### 2. Scope of Work

#### 2.1. Population

- 2.1.1. The Contractor shall provide services in this contract to assist eligible individuals live as independently as possible, safely and with dignity.
- 2.1.2. The Contractor shall provide services for individuals who:
  - 2.1.2.1. Are not already receiving the same or similar services through one of the Department's Medicaid Waiver Programs, who are eligible for other NH Medicaid services; or
  - 2.1.2.2. Are receiving the same or similar services through the Veterans' Administration.
- 2.1.3. The Contractor shall provide services to individuals who reside in independent living settings and who meet the eligibility criteria as follows:
  - 2.1.3.1. Title III
    - 2.1.3.1.1. Individuals who are age 60 and older and with the most economic or social need as described in:
      - 2.1.3.1.1.1. Older Americans Act of 1965, as amended through P.L. 114-144, Enacted April 19, 2006 (see attached link: [http://www.aoa.gov/AoA\\_programs/OAA/oa\\_full.asp#\\_Toc153957659](http://www.aoa.gov/AoA_programs/OAA/oa_full.asp#_Toc153957659)), and
      - 2.1.3.1.1.2. NH Administrative Rule He-E 502 (see attached link: [http://www.gencourt.state.nh.us/rules/state\\_agencies/he-e.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-e.html)).
    - 2.1.3.1.2. Title XX 42 USC §1397 et seq.
      - 2.1.3.2.1. Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,214 for calendar year 2016 as described in:
        - 2.1.3.2.1.1. The Social Services Block Grant (Title XX) (see attached link: <http://www.acf.hhs.gov/programs/ocs/programs/ssbg/about>), and
        - 2.1.3.2.1.2. NH Administrative Rule He-E 501 (see attached link: [http://www.gencourt.state.nh.us/rules/state\\_agencies/he-e.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-e.html)).



Exhibit A

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**2.2. Service Descriptions**

- 2.2.1. The Contractor shall be a licensed entity in New Hampshire in a fixed physical location and shall include the provision of one or more of the following services for fewer than (twelve) 12 hours a day to participants 18 years of age and older, based on an individual's needs:
  - 2.2.1.1. Supervision;
  - 2.2.1.2. Assistance with activities of daily living;
  - 2.2.1.3. Nursing care rehabilitation;
  - 2.2.1.4. Recreational, social, cognitive, physical stimulation activities or nutrition services;
  - 2.2.1.5. Monitoring of the individual's condition and counseling as appropriate on nutrition, hygiene or other related matters;
  - 2.2.1.6. Referrals, as appropriate, to other services and resources that could assist the individual including any necessary follow up;
  - 2.2.1.7. Assistance and support to caregiving families; and
  - 2.2.1.8. Developing a person-centered plan for each individual in accordance with NH Administrative Rules He-E 501 and He-E 502.

**2.3. Client Access to Services**

- 2.3.1. The Contractor shall provide services described in this agreement to eligible clients that apply for or request services, or are referred by Adult Protective Services (APS):
  - 2.3.1.1. Client directly applies for or requests services:
    - 2.3.1.1.1. The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs.
  - 2.3.1.2. Client is referred by Adult Protection Services (APS):
    - 2.3.1.2.1. In the event that an individual has been referred by APS, the Contractor shall not take an application, determine or re-determine the individual's eligibility or issue eligibility notifications, in accordance with NH Administrative Rules He-E 501 and 502.

**2.4. Client Application/Request for Services**

- 2.4.1. The Contractor shall complete an intake and application for services, in accordance with NH Administrative Rules He-E 501 and He-E 502.
  - 2.4.1.1. When determining eligibility pursuant to NH Administrative Rule He-E 501 (Title XX), the Contractor shall use the Department's Form 3000 Application.
  - 2.4.1.2. For applications pursuant to NH Administrative Rule He-E 502 (Title III), the Contractor shall review requests for services and determine eligibility.

**2.5. Client Eligibility**

- 2.5.1. The Contractor shall submit its policies and procedures for client eligibility determination for services to the Department for review and approval, within thirty (30) days of the start of each State Fiscal Year.
- 2.5.2. The Contractor shall determine eligibility for services and shall be in compliance with the New Hampshire Administrative Rules He-E 501 and He-E 502 regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable as follows:



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- 2.5.2.1. Notice of Eligibility:
- 2.5.2.1.1. The Contractor shall provide written notice of eligibility within forty five (45) days from the date eligibility was determined, indicate what services are to be provided and at what frequency, and indicate the beginning and end dates for the individual's period of eligibility.
  - 2.5.2.1.2. If the client is determined not eligible for service(s), the notice of denial shall include:
    - 2.5.2.1.2.1. The reason(s) for denial;
    - 2.5.2.1.2.2. A statement regarding the right of the individual or his/her authorized representative to request an informal resolution or appeal of the eligibility determination decision; and
    - 2.5.2.1.2.3. Contact information for requesting an appeal.
- 2.5.2.2. Redetermination of Service Eligibility:
- 2.5.2.2.1. The Contractor shall submit its policies and procedures for client eligibility redetermination for services to the Department for review and approval, within thirty (30) days of the start of each State Fiscal Year.
- 2.5.2.3. Termination of Services:
- 2.5.2.3.1. Services shall be terminated when:
    - 2.5.2.3.1.1. The individual or his/her authorized representative requests that the services be terminated;
    - 2.5.2.3.1.2. The individual no longer meets the eligibility requirements for services;
    - 2.5.2.3.1.3. Funding by the State for the service(s) is no longer available;
    - 2.5.2.3.1.4. The individual did not reapply for services as required by program rules;
    - 2.5.2.3.1.5. The individual has been admitted to a nursing home or residential care facility; or
    - 2.5.2.3.1.6. The individual is deceased.
- 2.5.2.4. Service Authorizations for Title XX Eligible Clients:
- 2.5.2.4.1. Once the client has been determined eligible to receive Title XX services, the Contractor shall submit a service authorization form to the Department in order to facilitate payment for serving eligible clients.
  - 2.5.2.4.2. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:
    - Department of Health and Human Services
    - Data Management Unit
    - 129 Pleasant Street
    - Concord, NH 03301

**2.6. Client Assessments**

- 2.6.1. The Contractor shall assess the individual's needs and develop written service plans, keep written progress notes and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rules He-E 501 and He-E 502.



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**2.7. Person Centered Provision of Services**

- 2.7.1. The Contractor shall incorporate policies and staff-client interactions into its agency's functions, as well as incorporate the following Guiding Principles for Person-Centered Planning Philosophy in the provision of all services in this Agreement:
- 2.7.1.1. Individuals and families are invited, welcomed and supported as full participants in service planning and decision making.
  - 2.7.1.2. Individual's wishes, values and beliefs are considered and respected.
  - 2.7.1.3. Individual is listened to; needs and concerns are addressed.
  - 2.7.1.4. Individual receives the information he/she needs to make informed decisions.
  - 2.7.1.5. Planning is responsive to the individual. His or her preferences drive the planning process although the decision-making process may need to be accelerated to respond to emergencies.
  - 2.7.1.6. Services are designed, scheduled and delivered to best meet the needs and preferences of the individual.
  - 2.7.1.7. The system is committed to excellence and quality improvement.
  - 2.7.1.8. Individual rights are affirmed and protected.
  - 2.7.1.9. Individuals are protected from exploitation, abuse and neglect.
  - 2.7.1.10. The service system is accessible, responsive and accountable to the individual.
  - 2.7.1.11. Person-centered planning may be incorporated into existing service plans or documents already being used by the Contractor.

**3. Staffing**

- 3.1. The Contractor shall adhere to the following staffing requirements:
- 3.1.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.
  - 3.1.2. Verify and document that all staff and volunteers have appropriate training, education, experience and orientation to fulfill the responsibilities of their respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.
  - 3.1.3. Develop and submit a Staffing Contingency Plan in writing to the Department within thirty (30) days of approval of the Contract Agreement. The plan shall include but not be limited to:
    - 3.1.3.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
    - 3.1.3.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
    - 3.1.3.3. A description of time frames necessary for obtaining staff replacements;
    - 3.1.3.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
    - 3.1.3.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

**4. Reporting**

**4.1. Reporting Requirements**

- 4.1.1. The Contractor shall complete and submit quarterly reports which will be a pre-defined electronic form supplied by the Department. The report must be submitted by the 15<sup>th</sup> of



Exhibit A

the month following the quarter end date. The data will include, but not be limited to the following:

- 4.1.1.1. Expenses by program service provided. Service is defined as Adult Day Program Services.
- 4.1.1.2. Revenue by program service provided, by funding source;
- 4.1.1.3. Actual Units served by program service provided, by funding source;
- 4.1.1.4. Number of unduplicated clients served by service provided, by funding source;
- 4.1.1.5. Number of Title III and Title XX clients served with non-Department funds;
- 4.1.1.6. Unmet need/waiting list; and,
- 4.1.1.7. Lengths of time clients are on a waiting list.

**4.2. Service Delivery Verification**

4.2.1. The Contractor shall submit Service Delivery Verification reports to BEAS Finance for the following required performance measures for each service identified in Section 2.2, Service Descriptions:

4.2.1.1. Eligibility:

- 4.2.1.1.1. The number of applications/service requests and the number and percentage of applicants found eligible for each service;
- 4.2.1.1.2. The number and percentage of applicants found ineligible for each service including the reason(s) applicants were found ineligible.

4.2.1.2. Quality and Appropriateness:

4.2.1.2.1. Plans of Care:

- 4.2.1.2.1.1. The number and percentage of individuals' plans of care in which the plans contain evidence of person-centered planning;
- 4.2.1.2.1.2. The number and percentage of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s);
- 4.2.1.2.1.3. The number and percentage of individuals for whom a report to Adult Protective Services was made.

4.2.1.3. Experience:

- 4.2.1.3.1. The number and percentage of individuals surveyed (via telephone, mail, e-mail or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- 4.2.1.3.2. The Contractor shall indicate the reasons why:
  - 4.2.1.3.2.1. Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s);
  - 4.2.1.3.2.2. Applicants were referred to Adult Protective Services; and
  - 4.2.1.3.2.3. The number and percentage of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- 4.2.1.3.3. The Contractor shall describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.
- 4.2.1.3.4. The Contractor shall survey a sample of participants for each contracted service and provide their survey methodology, in writing, to the Bureau of Elderly and Adult Services (BEAS).



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4.2.1.4. Service Delivery:

- 4.2.1.4.1. The number of open cases at the end of each reporting period and the number and percentage of days individuals did not receive a planned service(s).
- 4.2.1.4.2. The Contractor shall indicate the reasons applicant(s) did not receive planned services.
- 4.2.1.4.3. The Contractor shall describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

**5. Client Fees and Donations**

**5.1. Title III Services**

- 5.1.1. With the exception of Subsection 5.3.1. of this agreement below, NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary and no one can be refused services if he/she is unable or unwilling to donate. The Contractor is not permitted to invoice clients or family members.
- 5.1.2. The Contractor shall report the total amount of collected donations on the quarterly report sent to BEAS Finance.

**5.2. Title XX Services**

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the NH Administrative Rule He-E 501 when establishing and charging fees to individuals. Additionally, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

- 5.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for which reports of abuse, neglect, self-neglect and/or exploitation has not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

**5.3. Adult Protection Services (APS)**

Under RSA 161-F: 42 et seq. (<http://www.gencourt.state.nh.us/rsa/html/XII/161-F/161-F-42.htm>), BEAS provides protective services to incapacitated adults to prevent and/or ameliorate neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in NH Administrative Rule He-E 700 ([http://www.gencourt.state.nh.us/rules/state\\_agencies/he-e700.html](http://www.gencourt.state.nh.us/rules/state_agencies/he-e700.html)), the Contractor agrees that the payment received from the Department for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services.

- 5.3.1. The Contractor, providing Title III and/or Title XX services, may not charge fees or ask for donations from clients referred by the Department's Adult Protection Services (APS) program as long as these individuals remain active recipients of Adult Protective Services as verified by Adult Protection Services staff.



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**6. Adult Protection Services (APS)**

- 6.1. The Contractor shall report suspected abuse, neglect, self-neglect and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law (<http://www.gencourt.state.nh.us/rsa/html/XII/161-F/161-F-46.htm>).
- 6.2. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client is in need of protective services.
- 6.3. The Contractor shall follow the plan of care established by the APS social worker.
- 6.4. The Contractor shall inform the referring APS staff of any changes in the individual's situation or other concerns, and APS staff is expected to inform the Contractor of any information that may affect service provision.

**7. E-Studio Electronic Information System**

- 7.1. The Contractor shall be required to use the Department's E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions and other critical information.
- 7.2. The Contractor shall identify all of the key personnel who will require E-Studio accounts to ensure that information from the Department can be shared with the necessary agency staff. There is no cost to the Contractor for the Department to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio.
- 7.3. The Contractor shall ensure their E-Studio account(s) are kept current and that the Department is notified when a staff member is no longer working in the program so his/her account can be terminated.

**8. Criminal Background and Adult Protection Service Registry Checks**

- 8.1. The Contractor's staff members or volunteers, who will be interacting with or providing hands-on care to individuals receiving services, are required to complete a BEAS State Registry check prior to providing services; in accordance with the requirement of RSA 161-F: 49 (<http://gencourt.state.nh.us/rsa/html/XII/161-F/161-F-49.htm>).
- 8.2. The Contractor shall conduct a New Hampshire Criminal Records background check on all agency staff as well as prospective employees or volunteers, funded under this contract that may have client contact.

**9. Grievance and Appeals**

- 9.1. The Contractor shall maintain a system for tracking, resolving and reporting client complaints regarding its services, processes, procedures and staff.
- 9.2. The Contractor shall develop a grievance process. Any grievances filed are to be available to the Department upon request. At a minimum, the process shall include the following:
  - 9.2.1. Client name,
  - 9.2.2. Type of service,
  - 9.2.3. Date of written grievance,
  - 9.2.4. Nature/subject of the grievance,
  - 9.2.5. Who in the agency reconsiders agency decisions, and
  - 9.2.6. The types of issues that can be addressed in the grievance process and how clients are informed of their right to appeal or file grievances.



Exhibit A

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**10. Culturally and Linguistically Appropriate Standards of Care**

- 10.1. The Contractor shall ensure equal access to quality services under this agreement by providing culturally and linguistically appropriate services according to the following guidelines:
- 10.1.1. Assess the ethnic/cultural needs, resources and assets of their community.
  - 10.1.2. Promote the knowledge and skills necessary for staff to work effectively with clients with respect to their culturally and linguistically diverse environment or to those with disabilities.
  - 10.1.3. When feasible and appropriate, provide clients with minimal English skills with interpretation services.
  - 10.1.4. Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
  - 10.1.5. When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

**11. Wait Lists**

- 11.1. The Contractor shall provide all services covered under this agreement to the extent that funds, staff and/or resources for this purpose are available.
- 11.2. The Contractor shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services. The wait list shall include at a minimum:
- 11.2.1. The individual's full name and date of birth;
  - 11.2.2. The name of the service being requested;
  - 11.2.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or the Department;
  - 11.2.4. The target date of implementing the services based on the communication between the individual and the Department/contractor;
  - 11.2.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
  - 11.2.6. The individual's assigned priority on the wait list is determined in accordance with Sub-section 11.3. below;
  - 11.2.7. A brief description of the individual's circumstances and the services he or she needs.
- 11.3. The Contractor shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
- 11.3.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
  - 11.3.2. Declining mental or physical health of the caregiver;
  - 11.3.3. Declining mental or physical health of the individual;
  - 11.3.4. Individual has no respite services while living with a caregiver; and
  - 11.3.5. Length of time on the wait list.
  - 11.3.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
  - 11.3.7. Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
  - 11.3.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.



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- 11.4. When an individual is placed on the wait list, the Contractor shall notify the individual in writing.  
11.5. The Contractor shall maintain the wait list for the duration of the contract period and make it available to the Department upon request.

**12. Notice of Failure to Meet Service Obligations**

- 12.1. In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall provide written notice of such inability at least ninety (90) days prior and shall mail it to:

Bureau Director  
Bureau of Elderly and Adult Services  
129 Pleasant Street  
Concord, NH 03301

- 12.1.1. Examples of failure to meet service obligations may include, but not limited to:
- 12.1.1.1. Reducing hours of operation
  - 12.1.1.2. Changing a geographic service area
  - 12.1.1.3. Closing or opening a site
- 12.1.2. The written notification shall include the following:
- 12.1.2.1. Reason(s) for the inability to deliver services;
  - 12.1.2.2. How service recipients and the community will be impacted;
  - 12.1.2.3. How service recipients and the community will be notified; and
  - 12.1.2.4. A plan to transition clients into other services or refer the clients to other agencies.
- 12.1.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
- 12.1.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract;
  - 12.1.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
  - 12.1.3.3. The Contractor terminates a service or services for any reason;
  - 12.1.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

**13. Transition Process**

- 13.1. The Contractor shall have a transition process for clients in the event that they may be transitioned between the Department's contracted providers.  
13.2. The Contractor shall submit a written transition process to the Department within thirty (30) days of approval of the Contract Agreement. The process shall ensure:
- 13.2.1. Uninterrupted delivery of services to clients;
  - 13.2.2. A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

**14. Compliance with Laws and Regulations**

- 14.1. The Contractor shall be licensed in accordance with RSA 151:2 (f) (<http://law.justia.com/codes/new-hampshire/2010/titlexi/chapter151/section151-2/>), and as governed by NH Administrative Rule He-P 818 (<http://www.dhhs.nh.gov/oos/bhfa/documents/he-p818.pdf>). Additionally, the Contractor shall provide services in accordance with NH Administrative Rules He-E 501 and He-E 502.



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14.2. The Contractor shall provide services and administration of the program in accordance with the applicable Federal and State laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.



Exhibit B

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**Method and Conditions Precedent to Payment**

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.667 US Department of Health and Human Services, Social Services Block Grant – Title XX, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the rate of seven dollars and twenty-five cents (\$7.25) per unit, per client not to exceed twelve (12) hours per day.
4. Payments for Title XX funding shall not exceed seventeen thousand (17,000) units.
5. Payment for services shall be made as follows:
  - 5.1. The Contractor must submit monthly invoices by the 15<sup>th</sup> of the month in accordance with procedure and instructions established by the Department for reimbursement for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
  - 5.2. The invoices must;
    - 5.2.1. Clearly identify the amount requested and the services performed during that period.
    - 5.2.2. Include a detailed account of the services provided to include: individual in receipt of services, number of units and funding source attributable to the services.
  - 5.3. Invoices described in Exhibit B, Method and Conditions Precedent to Payment; Sections 6.1 and 6.2., and reports identified in Exhibit A, Scope of Services; Section 4, Reporting, must be submitted to:

Department of Health and Human Services  
Data Management Unit  
129 Pleasant Street  
PO Box 2000  
Concord, NH 03301
6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
7. A final payment request shall be submitted no later than forty (40) days after the Contract ends. Failure to submit the invoice and accompanying documentation could result in nonpayment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if said services have not been completed in accordance with the terms and conditions of this Agreement.



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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



**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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. 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;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. 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);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. 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;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 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;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. 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
    - 1.6.2. 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;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: *The Homemakers Health Services*

9/22/16  
Date

  
Name: *Robert Thibodeau, Jr.*  
Title: *President, Board of Directors*



**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

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

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

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

Contractor Name: *The Homemakers Health Services*

9/22/16  
Date

*Robert May, Jr.*  
Name: *Robert May, Jr.*  
Title: *President, Board of Directors*



**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.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. 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;
  - 11.3. 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 (l)(b) of this certification; and
  - 11.4. 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.
12. 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).

**LOWER TIER COVERED TRANSACTIONS**

13. 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:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. 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).
14. 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 Name: *The Homemakers Health Services*

9/22/16  
Date

*Robert May Jr*  
Name: *Robert May Jr*  
Title: *President, Board of Directors*



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

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

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

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

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

Exhibit G

Contractor Initials

*raw*

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

Date

*9/22/16*

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: *The Homemakers Health Services*

9/22/14  
Date

*[Signature]*  
Name: *Robert McGuire*  
Title: *President, Board of Directors*

Exhibit G

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

Contractor Initials *RM*



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: *The Homemakers Health Services*

9/22/16  
Date

*Robert Men*  
Name: *Robert Men, Jr*  
Title: *President, Board of Directors*



Exhibit I

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

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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

*[Handwritten Signature]*

*9/22/16*



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

\_\_\_\_\_  
The State

Maureen Ryan  
Signature of Authorized Representative

Maureen Ryan  
Name of Authorized Representative

Director  
Office of Human Services  
Title of Authorized Representative

10/3/16  
Date

The HomeMakers Health Services  
Name of the Contractor

Robert May  
Signature of Authorized Representative

Robert May  
Name of Authorized Representative

President, Board of Directors  
Title of Authorized Representative

9/22/16  
Date



**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:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. 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.

Contractor Name: *The Homemakers Health Services*

9/22/16  
Date

*[Signature]*  
Name: *Robert M. Jr*  
Title: *President, Board of Directors*



**FORM A**

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

1. The DUNS number for your entity is: 197260375
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO                      \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

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

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

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

Name: _____	Amount: _____

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Homemakers Health Services is a New Hampshire nonprofit corporation formed March 29, 1974. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22<sup>nd</sup> day of August A.D. 2016

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

William M. Gardner  
Secretary of State

The Homemakers Health Services  
CERTIFICATE OF VOTE

I, William Hartley, Esq., do hereby certify that:  
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of The Homemakers Health Services  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 05/19/2016:  
(Date)

**RESOLVED:** That the President of The Board of Directors  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 27<sup>th</sup> day of Sept, 2014.  
(Date Contract Signed)

4. Robert May, Jr is the duly elected President, The Homemakers Health Services   
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

William A. Hartley  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of ROCKINGHAM

The forgoing instrument was acknowledged before me this 27 day of September 2014

By William Hartley  
(Name of Elected Officer of the Agency)

Chrissy A. Buckshot  
(Notary Public Justice of the Peace)  
-MY-  
COMMISSION  
EXPIRES  
DECEMBER 23,  
2019  
NEW HAMPSHIRE  
NOTARY PUBLIC

(NOTARY SEAL)

Commission Expires: 12/23/19

Client#: 507997

HOMEMHEA

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
8/22/2016

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

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

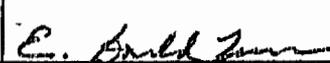
<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123		FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> The Homemakers Health Services 215 Rochester Hill Rd Rochester, NH 03867	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: National Union Fire Ins Pittsbu		19445
	INSURER B: Wesco Insurance Company		25011
	INSURER C: New Hampshire Insurance Company		23841
	INSURER D:		
	INSURER E:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab			29LX0664190070	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			01CA048192520	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			29UD0628399600	07/01/2016	07/01/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WWC3220693	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**RE: BEAS Grant Title XX**

<b>CERTIFICATE HOLDER</b> State of NH BEAS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



### **Mission Statement**

Our mission is to provide comprehensive health care and supportive services to enhance the lives of individuals in need so that they may remain safely in their home.

**AUDITED FINANCIAL STATEMENTS**  
**THE HOMEMAKERS HEALTH SERVICES, INC.**  
**ROCHESTER, NEW HAMPSHIRE**  
**JUNE 30, 2015**

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INDEPENDENT AUDITOR'S REPORT

To The Board of Directors of  
The Homemakers Health Services, Inc.  
Rochester, New Hampshire

**Report on the Financial Statements**

We have audited the accompanying financial statements of The Homemakers Health Services, Inc. which comprise the balance sheets as of June 30, 2015 and 2014, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

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

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

**Auditor's Responsibility**

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

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

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

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Homemakers Health Services, Inc. as of June 30, 2015 and 2014, and the results of its operations, changes in net assets and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.



North Haven, Connecticut  
September 1, 2015

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

BALANCE SHEETS

June 30, 2015 and 2014

ASSETS

	<u>2015</u>	<u>2014</u>
Current Assets:		
Cash and Cash Equivalents	\$ 197,596	\$ 269,961
Investments	163,765	318,012
Accounts Receivable	254,399	201,689
Grants Receivable	76,142	67,917
Bequest Receivable	287,500	-
Other Receivable	26,652	7,385
Prepaid Expenses	<u>20,642</u>	<u>19,147</u>
Total Current Assets	1,026,696	884,111
Property and Equipment, Net	1,072,621	1,124,869
Assets Limited as to Use:		
Cash and Cash Equivalents	<u>40,963</u>	<u>-</u>
Total	<u>\$2,140,280</u>	<u>\$2,008,980</u>

LIABILITIES AND NET ASSETS

Current Liabilities:		
Current Portion of Long-Term Debt	\$ 11,047	\$ 10,688
Accounts Payable and Accrued Expenses	74,765	78,937
Accrued Payroll and Related Withholdings	117,150	90,669
Estimated Third-Party Payor Reserves	<u>29,318</u>	<u>29,318</u>
Total Current Liabilities	232,280	209,612
Long-Term Debt, Net of Current Portion	<u>148,902</u>	<u>159,949</u>
Total Liabilities	<u>381,182</u>	<u>369,561</u>
Net Assets:		
Unrestricted	1,718,135	1,639,419
Temporarily Restricted	<u>40,963</u>	<u>-</u>
Total Net Assets	<u>1,759,098</u>	<u>1,639,419</u>
Total	<u>\$2,140,280</u>	<u>\$2,008,980</u>

See accompanying notes to financial statements.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

STATEMENTS OF OPERATIONS

For the Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Operating Revenue:		
Net Patient Service Revenue	\$2,024,158	\$1,717,917
Provision for Uncollectible Accounts	( 130,876 )	( 30,597 )
Net Patient Service Revenue, Less Provision for Uncollectible Accounts	1,893,282	1,687,320
Contributions, Bequests, Memorials and Fund Raising	118,094	116,647
Grant Revenue	844,657	852,569
Other Revenue	18,926	20,466
Interest Income	3,284	9,383
Net Assets Released From Restrictions Used For Operations	339	-
Total Operating Revenue	<u>2,878,582</u>	<u>2,686,385</u>
Operating Expenses:		
Salaries and Related Expenses	2,550,737	2,192,958
Professional Fees and Contracted Services	75,316	116,673
Transportation	125,740	134,704
Space Occupancy	73,001	72,141
Other	333,087	310,750
Interest	5,720	6,067
Depreciation	52,248	59,100
Total Operating Expenses	<u>3,215,849</u>	<u>2,892,393</u>
Loss From Operations	( 337,267 )	( 206,008 )
Non-operating Income:		
Bequests	412,500	-
Gain (Loss) on Sale of Assets	( 1,902 )	15,178
Net Appreciation (Depreciation) on Investments	5,385	( 1,501 )
Total Non-operating Income	<u>415,983</u>	<u>13,677</u>
Excess (Deficiency) of Revenue Over Expenses	<u>\$ 78,716</u>	<u>(\$ 192,331 )</u>

See accompanying notes to financial statements.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

STATEMENTS OF CHANGES IN NET ASSETS

For the Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Unrestricted Net Assets:		
Excess (Deficiency) of Revenue Over Expenses	<u>\$ 78,716</u>	<u>(\$ 192,331)</u>
Temporarily Restricted Net Assets:		
Contributions	41,302	-
Net Assets Released From Restrictions Used For Operations	<u>( 339 )</u>	<u>-</u>
Increase in Temporarily Restricted Net Assets	<u>40,963</u>	<u>-</u>
Change in Net Assets	119,679	( 192,331 )
Net Assets, Beginning of Year	<u>1,639,419</u>	<u>1,831,750</u>
Net Assets, End of Year	<u>\$1,759,098</u>	<u>\$1,639,419</u>

See accompanying notes to financial statements.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

STATEMENTS OF CASH FLOWS

For the Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash Flows From Operating Activities:		
Cash Received From Patients and Third-Party Payors	\$1,840,572	\$1,733,309
Cash Received From Contributions, Bequests, Memorials and Fund Raising	284,396	116,647
Cash Received From Grants	836,432	853,446
Cash Received From Other Revenue	2,518	20,466
Cash Received From Interest Income	3,284	9,383
Cash Paid to Employees and Suppliers	( 3,156,334 )	( 2,815,346 )
Interest Paid	-	( 6,067 )
Net Cash Used by Operating Activities	<u>( 189,132 )</u>	<u>( 88,162 )</u>
Cash Flows From Investing Activities:		
Purchase of Property and Equipment	-	( 6,559 )
Purchase of Investments	( 2,270 )	( 7,632 )
Proceeds Received From Sale of Investments	160,000	24,783
Net Cash Provided From Financing Activities	<u>157,730</u>	<u>10,592</u>
Cash Flows From Financing Activities:		
Payments on Long-Term Debt	-	( 10,342 )
Net Decrease in Cash and Cash Equivalents	( 31,402 )	( 87,912 )
Cash and Cash Equivalents at Beginning of Year	<u>269,961</u>	<u>357,873</u>
Cash and Cash Equivalents at End of Year	<u>\$ 238,559</u>	<u>\$ 269,961</u>

See accompanying notes to financial statements.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

STATEMENTS OF CASH FLOWS – CONT'D.

For the Years Ended June 30, 2015 and 2014

RECONCILIATION OF CHANGE IN NET ASSETS  
TO NET CASH USED BY OPERATING ACTIVITIES

	<u>2015</u>	<u>2014</u>
Change in Net Assets	\$ 119,679	(\$192,331)
Adjustments to Reconcile Change in Net Assets to Net Cash Used by Operating Activities:		
Debt Reduction – Sewer Hook-up Fees	( 10,688 )	-
Depreciation	52,248	59,100
(Gain) Loss on Sale of Assets	1,902	( 15,178 )
Net (Appreciation) Depreciation on Investments	( 5,385 )	1,501
(Increase) Decrease in Accounts Receivable	( 52,710 )	45,989
(Increase) in Bequest Receivable	( 287,500 )	-
(Increase) in Other Receivable	( 19,267 )	( 7,385 )
(Increase) Decrease in Grants Receivable	( 8,225 )	877
(Increase) in Prepaid Expenses	( 1,495 )	( 7,008 )
Increase (Decrease) in Accounts Payable and Accrued Expenses	( 4,172 )	13,687
Increase in Accrued Payroll and Related Withholdings	<u>26,481</u>	<u>12,586</u>
Net Cash Used by Operating Activities	<u>(\$189,132)</u>	<u>(\$ 88,162)</u>

See accompanying notes to financial statements.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS

For the Years Ended June 30, 2015 and 2014

Note 1 – Description of Organization

Organization

The Homemakers Health Services, Inc. (the Organization) was incorporated in 1974 in New Hampshire as a not-for-profit corporation. The Organization provides health and supportive services to individuals at their homes, primarily in Strafford County, New Hampshire and operates an adult medical day care center in Rochester, New Hampshire.

The Organization's mission is to provide comprehensive health care and supportive services to enhance the lives of individuals in need, so they may remain safely in their homes.

Note 2 – Significant Accounting Policies

The Organization prepares its financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) for Health Care Entities. The significant accounting and reporting policies used by the Organization are described subsequently to enhance the usefulness and understandability of the financial statements.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents include checking, savings and money market savings accounts, a money market mutual fund, and certificates of deposit.

Investments and Investment Policy

Investments in equity securities and in debt securities are measured at fair value in the balance sheet, in accordance with FASB Codification 820-10, Fair Value Measurements and Disclosures. Investments are classified as non-trading. Investment income (including realized gains and losses on investments, interest and dividends) is included in "excess (deficiency) of revenue over expenses", unless the income is restricted by donor or law. Unrealized gains and losses on investments are excluded from "excess (deficiency) of revenue over expenses".

The Organization has adopted investment policies for its long-term investment portfolio. The investment policy is established by the Finance Committee of the Board of Directors and is monitored and reviewed on an ongoing basis.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 2 – Significant Accounting Policies – Cont'd.

Assets Limited as to Use - Endowments

Board-designated Investments (Endowments) – represent resources set aside by the Board of Directors over which the Board of Directors retains control and may, at its discretion, subsequently use for other purposes. Currently, the Organization has no board-designated investments.

Donor-restricted Term Investment (Endowments) – represents resources restricted by donors for use as specified by the donor or by the passage of time. Currently, the Organization has no donor-restricted term investments.

Donor-restricted Permanent Investment (Endowments) – represents resources restricted by donors with the stipulation that the contribution must remain intact in perpetuity. Currently, the Organization has no donor-restricted permanent investments.

FASB ASC 958-205, Not-for-Profit Entities – Presentation of Financial Statements, provides guidance on net asset classification of donor-restricted funds for not-for-profit organizations that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA), and also requires additional disclosures about an organization's endowment funds (both donor restricted endowment funds and board-designated endowment funds), whether or not the organization is subject to UPMIFA. The State of New Hampshire has adopted UPMIFA, which established law for the management and investment of donor-restricted funds.

The Board of Directors and Management have determined that the Organization's investment portfolios meet the definition of endowment under FASB ASC 985-205. However, the Board of Directors and Management have determined that the Organization's net assets do not meet the definition of endowment under UPMIFA.

Accounts Receivable, Allowance for Uncollectibles and Provision for Bad Debts

The Organization's accounts receivable collection process includes reviewing aging reports, contacting payors to determine why payment has not been made, resubmitting claims when appropriate, and filing appeals with payors for claims that have been denied. The Organization records an estimated allowance for uncollectible accounts by applying estimated bad debt percentages to its patient accounts receivable aging. The percentages to be applied are based on the Organization's historical collection and loss experience.

The Organization's allowance for doubtful accounts at June 30, 2015 and 2014 was approximately \$124,075 and \$40,394, respectively, and is recorded as a reduction against "Accounts Receivable". The Organization's provision for bad debts at June 30, 2015 and 2014 was approximately \$130,876 and \$30,597, respectively, and is recorded as a reduction against "Net Patient Service Revenue". The allowance for doubtful accounts is maintained at a level that management believes is sufficient to cover potential losses. However, actual collections could differ from estimates.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method. Estimated useful lives range from three to thirty years.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 2 – Significant Accounting Policies – Cont'd.

Net Asset Classifications

In accordance with the provisions of FASB ASC 958-205, Not-for-Profit Entities – Presentation of Financial Statements, the Organization is required to report net assets and changes in net assets in three classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

- 1) Unrestricted Net Assets – represents unrestricted resources available for support of the Organization, including assets set aside by the Board of Directors, over which the Board of Directors retains control and may, at its discretion, subsequently use for other purposes.
- 2) Temporarily Restricted Net Assets – represents resources that are restricted by a donor for use for a particular purpose or in a particular future period, and income derived from permanently restricted net assets not yet expended in accordance with the donor's restriction. When the donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from temporarily restricted to unrestricted net assets.
- 3) Permanently Restricted Net Assets – represents resources received with the donor's stipulation that the contribution must remain intact in perpetuity. However, the income derived from permanently restricted net assets must be used in accordance with the donor's restriction. Currently the Organization has no permanently restricted net assets.

Net Patient Service Revenue

The Organization has reimbursement agreements with third-party payors, including Medicare and Medicaid, that provide for payments to the Organization at amounts different from its established rates. Standard charges for services to all patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Organization's published sliding fee scale. Reductions in full charge are recognized when the service is rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action, including fines, penalties and exclusion from the Medicare and Medicaid programs. The Organization believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in operating revenue in the year that such amounts become known.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 2 – Significant Accounting Policies – Cont'd.

Charity Care

The Organization provides care to patients, who meet certain criteria under its charity care policy, without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

Recognition of Grant Revenue

The Organization recognizes grant revenue to the extent that eligible grant costs are incurred. Grants receivable are recognized to the extent costs have been incurred, but not reimbursed. Deferred revenue represents grant advances which exceed eligible costs incurred.

Grants require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of funds to grantors. As of the date of the financial statements, the Organization has not been informed by any funding organization of any funds, which are required to be returned.

Accounting for Contributions

Unconditional promises to give cash and other assets to the Organization are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. Unrestricted contributions are reported as increases in unrestricted net assets. Restricted contributions are reported as either temporarily or permanently restricted revenue if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

Income Taxes

The Organization is exempt from income taxes under Section 501(c) (3) of the Internal Revenue Code and, accordingly, there is no provision for income taxes. Income determined to be unrelated business taxable income would be taxable. During the years ended June 30, 2015 and 2014, the Organization had no unrelated business income. The Organization is no longer subject to federal, state or local tax examinations by tax authorities for years before fiscal year ended June 30, 2011.

The Organization, in accordance with the provisions of FASB ASC 740, Accounting for Uncertainty in Income Taxes, evaluates its uncertain tax positions, if any, on a continual basis through review of its policies and procedures, review of any required tax filings and discussions with outside experts.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 2 – Significant Accounting Policies – Cont'd.

Excess (Deficiency) of Revenue Over Expenses

The statement of operations includes excess (deficiency) of revenue over expenses. Changes in unrestricted net assets, which are excluded from excess (deficiency) of revenue over expenses, consistent with industry practice, include unrealized gains and losses on investments other than trading securities, permanent transfers of assets to and from affiliates for other than goods and services, and contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

The Organization has evaluated events and transactions for potential recognition or disclosure through September 1, 2015, which is the date the financial statements were available to be issued.

Note 3 – Fair Value Measurements

In accordance with FASB ASC 820-10, Fair Value Measurements and Disclosures, the Organization is required to measure fair value of its assets and liabilities. Fair value measurements are based on the prices 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. The standard established a fair value hierarchy that prioritizes observable and unobservable inputs to measure fair value into three levels, as follows:

- Level 1: Valuations based on quoted prices in active markets for identical asset or liabilities to which an entity has access at the measurement date. The fair value hierarchy gives the highest priority to Level 1 inputs.
- Level 2: Valuations based on inputs and information other than quoted market indices included in Level 1 that are observable for the asset or liability, either directly or indirectly.
- Level 3: Valuations based on unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

The Organization's carrying amounts for all assets and liabilities, which are required to be measured at fair value, with the exception of investments, approximate fair value under Level 1. Investments approximate fair value based on Level 1 and are presented in Note 4.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 4 – Investments

The composition of unrestricted investments as of June 30, 2015 and 2014 is set forth in the following table. Investments are stated at fair value:

	<u>Fair Value</u>	<u>Fair Value Measurements Using: Quoted Prices In Active Market For Identical Assets (Level 1)</u>
<u>June 30, 2015</u>		
Cash and Cash Equivalents	<u>\$149,642</u>	<u>\$149,642</u>
Common Stocks:		
Financial	560	560
Consumer Goods	<u>13,563</u>	<u>13,563</u>
	<u>14,123</u>	<u>14,123</u>
Mutual Funds:		
Intermediate Government Fixed Income	-	-
	<u>\$163,765</u>	<u>\$163,765</u>
 <u>June 30, 2014</u>		
Cash and Cash Equivalents	<u>\$ 9,274</u>	<u>\$ 9,274</u>
Common Stocks:		
Financial	556	556
Consumer Goods	<u>11,819</u>	<u>11,819</u>
	<u>12,375</u>	<u>12,375</u>
Mutual Funds:		
Intermediate Government Fixed Income	<u>296,363</u>	<u>296,363</u>
	<u>\$318,012</u>	<u>\$318,012</u>

Note 5 – Property and Equipment

A summary of property and equipment at June 30, 2015 and 2014 is as follows:

	<u>2015</u>	<u>2014</u>
Land	\$ 834,355	\$ 834,355
Building and Improvements	508,263	508,263
Office Furniture and Equipment	244,437	250,516
Vehicles	<u>207,715</u>	<u>207,715</u>
Total Cost	1,794,770	1,800,849
Less, Accumulated Depreciation	( 722,149 )	( 675,980 )
Net Property and Equipment	<u>\$1,072,621</u>	<u>\$1,124,869</u>

Depreciation expense for the years ended June 30, 2015 and 2014 amounted to \$52,248 and \$59,100, respectively.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 6 – Temporarily Restricted Net Assets

Temporarily restricted net assets at June 30, 2015 and 2014 are restricted to:

	<u>2015</u>	<u>2014</u>
Day Out	\$34,656	\$ -
Home Care Services	6,307	-
Total	<u>\$40,963</u>	<u>\$ -</u>

Note 7 – Long-Term Debt

The Organization and the City of Rochester, New Hampshire obtained grants and other funding commitments to fund the costs associated with the design and construction of an extension of the City of Rochester, New Hampshire's public sewer mains to service the Organization's property in Rochester, New Hampshire. The costs associated with the extension of the sewer main was \$523,298, which was funded by grants of \$181,925 and a promissory note, payable to the City of Rochester, New Hampshire of \$341,373. The promissory note bears interest at 3.352% per annum. In addition, the City of Rochester, New Hampshire has been approved for a loan funding grant in the amount of \$145,798, which consists of loan principal funding of \$105,018 and loan interest funding of \$40,780. The Organization recorded a net principal promissory note payable of \$236,355 with an issue date of July 1, 2007.

Long-term debt consists of the following at June 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Note payable to the City of Rochester, New Hampshire, payable in annual payments of \$16,408, including interest at 3.352% and net of \$7,290 of principal and interest loan funding grant, through June 30, 2026. The note is secured by real estate. The \$16,408 payment due June 2015 was not required to be paid, as the Organization was credited, as per agreement, for sewer hook-up fees that the City of Rochester received. The sewer hook-up fees are included in "Other Revenue".	\$159,949	\$170,637
Less, Current Installments	<u>11,047</u>	<u>10,688</u>
	<u>\$148,902</u>	<u>\$159,949</u>

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 8 – Net Patient Service Revenue

Approximately seventy-two percent in 2015 and seventy-four percent in 2014 of net patient service revenue was derived under federal (Medicare) and state (Medicaid and Medicaid Waiver) third-party reimbursement programs. These revenues are subject to audit and retroactive adjustment by the respective third-party fiscal intermediaries. In the opinion of management, retroactive adjustments, if any, would not be material to the financial position or results of operations of the Organization.

The Organization also has entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the Organization under these agreements are negotiated rates usually less than its established charges.

Net patient service revenue is as follows for the years ended June 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
Federal Programs	\$ 879,543	\$ 754,054
State Programs	574,348	501,130
Other Third Parties and Self-Pay	570,267	462,733
	<u>\$2,024,158</u>	<u>\$1,717,917</u>

<u>Grant Receivable</u>		<u>Grant Revenue</u>	
<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
\$ -	\$ 19,284	\$ -	\$ 273,797
5,365	-	54,375	-
-	3,114	-	54,160
66,479	-	747,387	-
-	37,377	-	430,391
269	-	1,715	-
-	161	-	1,169
1,125	-	10,600	-
-	827	-	8,458
-	<u>4,868</u>	-	<u>58,632</u>
<u>73,238</u>	<u>65,631</u>	<u>814,077</u>	<u>826,607</u>
2,904	-	30,580	-
-	<u>2,286</u>	-	<u>25,962</u>
<u>2,904</u>	<u>2,286</u>	<u>30,580</u>	<u>25,962</u>
<u>\$ 76,142</u>	<u>\$ 67,917</u>	<u>\$844,657</u>	<u>\$852,569</u>

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 10 – Functional Expenses

The Organization provides health and supportive services to residents within its geographic location, and also operates an adult medical day care center. Expenses related to providing these services are as follows:

	<u>2015</u>	<u>2014</u>
Administrative and General	\$1,088,514	\$ 818,826
Skilled Services	948,501	836,658
Home Support	713,838	717,731
Adult Day Care	415,327	424,167
Medical Transportation	-	58,632
Fund Raising	<u>49,669</u>	<u>36,379</u>
Total	<u>\$3,215,849</u>	<u>\$2,892,393</u>

Note 11 – Concentration of Risk

Amounts held in financial institutions are in excess of the Federal Deposit Insurance Corporation and Securities Investor Protection Corporation limits. The Organization deposits its funds with high quality financial institutions, and management believes the Organization is not exposed to significant credit risk on those amounts.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors is as follows:

	<u>2015</u>	<u>2014</u>
Federal Programs	26%	37%
State Programs	28	21
Other Third Parties	30	23
Patients	<u>16</u>	<u>19</u>
	<u>100%</u>	<u>100%</u>

A significant portion of the Organization's net patient service revenue comes from federal and state reimbursement programs. (See Note 8)

A significant portion of the Organization's grant revenue comes from state grant awards. (See Note 9)

Note 12 – Related-Party Transactions

One member of the Board of Directors is employed by Frisbie Memorial Hospital. Frisbie Memorial Hospital refers patients, who are in need of home care services, to the Organization in the ordinary course of business. The patients' services are paid by a third-party payer. No compensation is paid to or received from the board member.

THE HOMEMAKERS HEALTH SERVICES, INC.  
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 13 – Risks and Uncertainties

Because a high percentage of the Organization's revenue is derived from Federal and State reimbursement programs and grant awards, reductions in rates, rate increases that do not cover cost increases and/or significant changes to the payment methodologies could have a material adverse effect on the Organization's financial condition, including results of operations and cash flows, and may require the Organization to revise ways in which business is conducted.

The Organization invests in various investment securities. Investment securities are exposed to various risks, such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and such changes could materially affect the amounts reported.



*nursing • home support • adult day care*

**The Homemakers Health Services, Inc.**

**Board of Directors**

**FY 15/16**

**Officers**

President: Robert May, Jr.  
Vice President: Ronald Indorf, Esq.  
Treasurer: William Hartley, Esq.  
Secretary: Susan Reid, M.D.

**Board of Directors – Terms**

**Three Year Term**

William Hartley, Esq.

Peter Lester

Ronald Indorf, Esq.

Marc Drapeau

**Two Year Term**

Susan Reid, M.D.

Jerry Boudreau

Larry Spector

**One Year Term**

William Colbath

Robert May, Jr.

Tracy Hayes

# Carroll D. Piper, MBA



2016 – Current - Chief Financial Officer, Interim Chief Executive Officer  
The Homemakers Health Services  
Rochester, New Hampshire

1996 – Present – Adjunct Professor of Accounting & Taxation  
Southern New Hampshire University

Teaching all levels of Accounting - including on-line instruction  
Authored On Line Graduate Accounting Course  
Nominated for teaching in Excellence 2010, 2011 and 2013  
Advisor for FBLA-PBL – Future Business Leaders of America Club -  
Co-Advisor State Chapter FBLA-PBL

2013 to 2016 – Adjunct Professor of Accounting  
Teaching Accounting in class and online  
Community College System of New Hampshire  
Manchester Community College  
Lakes region Community College

2002 – 2005 – Accounting Consultant  
Various clients including Defense Department Contractors and Commercial clients  
Primarily evaluating accounting systems  
Reconfiguring systems as necessary to meet requirements of efficient operations

2002 – 2006 Accounting Consultant  
Visiting Nurse Association & Hospice of VT & NH  
White River Junction, VT  
Redesign of Solomon Accounting System  
Created Management Reports using FRx Reporting software  
Wrote and implemented internal control policies in several areas including Cash, Accounts  
Receivable, Purchasing and Accounts Payable

2000 – 2002 **Financial Analyst/Cost Accountant**  
KIEFEL TECHNOLOGIES, INC  
Hampton, NH  
Responsible for all aspects of accounting, Foreign Exchange Contracts  
Job Costing. Budget Preparation/Control, Inventory Management

- Implemented Inventory Controls - resulted in reducing Inventory Variance to less than 1% in 6 months
- Analyzed Production Costs and implemented controls to increase accuracy and timely reporting.
- Financial Statement preparation / analysis / presentation to Officers

# Carroll D. Piper, MBA



1997 – 2000 **Auditor**

PRICEWATERHOUSECOOPERS, LLP

Portland, Maine

**Primary Role: Auditor**

Performing the following:  
Audits of Commercial/Industrial Companies  
Audits of Non-Profit Organizations  
A-133 Compliance Audits  
Audits of ERISA Plans

**Systems Requirements Analyst**

Business Process Reengineering  
Systems Design Specification, Documentation  
Systems Selection and Implementation.

1995 – 1997

**BUSINESS ADMINISTRATOR,**  
SCHOOL ADMINISTRATIVE UNIT # 56  
Somersworth, New Hampshire

Primary Role: Budget development and presentation to the school boards and the public: financial statement preparation and reporting to the State Department of Education.

Secondary Role: Personnel Administration, School Lunch Program, Student Transportation, Physical Plant Maintenance, Construction, Risk Management

Accomplishments:

- Implemented Human Resources Management Software I
- Implemented Remote Purchase Order System for all Locations
- Restructured Budget format to identify all costs by building - district wide

1990- 1995 **FINANCE DIRECTOR**

Town of Wolfeboro, New Hampshire.

Primary Role: Budget Development and controls, presentation to the Board of Selectmen and the public. Primary task in first year was to restructure accounting system and train all staff in its use.

This position requires the ability to manage multiple budgets including two enterprise funds; requires high degree of proficiency in accounting and personnel administration. Position also serves as systems administrator.

Accomplishments:

- Implemented Uniform Municipal Accounting System
- Designed and implemented Purchase Order System
- Consolidated accounts payable from all departments into one
- Improved budgetary controls - improved departmental accountability
- Designed Monthly Financial Statements for each department

Carroll D. Piper, MBA



**Education:**

**Husson University, Bangor, Maine**

Master of Science in Business: Accounting Concentration, May 1990

Bachelor of Science in Business Administration: Accounting Concentration, May 1986

**Andover College, Portland, Maine**

Associate of Applied Science of Accounting May 1984

# Linda Howard

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**Objective** To effectively administrate comprehensive Home Health Care Agency

**Experience** **The Homemakers Health Services**

**May 19, 2014 - Present**

**Chief Care Officer**

Responsible for overall operation of the Adult Day Program and Home Support Department

**January 15, 2011 to May 19, 2014**

**Interim Chief Executive Officer**

Responsible for overall operation of The Homemakers Health Services. Establishes current and long range goals, objectives, plans and policies, subject to approval by the Board of Directors.

**October 1992 to Present**

**Day Out Adult Day Care Director**

Responsible for overall operation of Adult Group Day Care program with average daily census of 35 people, including supervision of activity aides, and transportation team, facility operations. Prepare grant requests, annual reviews and reports

**January 1985 – October 1992**

**Home Care Coordinator**

Coordinate all public assistance programs in the area for elderly, handicapped and youth of Strafford County. Assess needs of clients and assist in formulating care plans, Responsible for the supervision and effective performance of 20 homemakers/home health aides.

**Education**

- B.S., Social Services, New England College
- AS, Business Management, McIntosh College.
- Commercial Drivers License, State of NH

**Professional**

- Member of Adult Day Care Providers of NH 1991 – present
- Advisory Council for NH Endowment For Health 2011 - present
- Vice President and member of Executive Board of Transportation & Consolidation Committee 2009 - present
- Transportation Coordination and Consolidation Committee 2007 - present

# **ELAINE DUNTON**

## **OBJECTIVES**

To provide effective and compassionate care to elderly and disabled

## **EDUCATION**

*6/1981 High School, Diploma/ Farmington High School, Farmington, NH 03835*

- Faculty Award

## **EXPERIENCE**

*The Homemakers Health Services 215 Rochester Hill Rd, Rochester*

*Program Manager 2011-Present*

*The Homemakers Health Services 215 Rochester Hill Rd, Rochester*

*Assistant Director 2003-2011*

*The Homemakers Health Services 215 Rochester Hill Rd, Rochester*

*Activity Aide 1990-2003*

*The Homemakers Health Services 215 Rochester Hill Rd, Rochester*

*In Home Provider August 1990- 1991*

*The Garnett House Inc. Central Street, Farmington*

*Assisted Shared Home caregiver. 1981-1990*

## **SKILLS**

- Licensed Nurse Aide
- CPR/ AED certified
- CDL Driver
- Training in Education of Living Wills
- Alzheimers and Related Dementia Training
- Notary State of New Hampshire
- Defensive Driving
- Emergency Evacuation Training
- Passenger Assistance Training
- Skilled in Care Coordination

# THE HOMEMAKERS HEALTH SERVICES

## Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Carroll Piper	CFO/Interim CEO	\$75,000	8%	\$6,000
Linda Howard	VP of Operations	\$65,000	3%	\$1,950
Elaine Dunton	Program Director	\$41,600	100 %	\$41,600