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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

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January 24, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $11,296,768 from $26,265,494 to an amount not to exceed $37,562,262 and extending the completion date from June 30, 2019 to June 30, 2020 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, retroactive to January 1, 2019 effective upon Governor and Executive Council. 43% General Funds/57% Federal Funds.

The original agreements were approved by the Governor and Executive Council on December 21, 2016 (Item #15 – Vote 5-0). The agreement with Rockingham Nutrition Meals on Wheels was subsequently amended as approved by the Governor and Executive Council on June 7, 2017 (Item #13 – Vote 5-0). All agreements were amended as approved by the Governor and Executive Council on December 20, 2017 (Item #23 – Vote 5-0).

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$4,557,669	$1,961,077	$6,518,746
Community Action Partnership of Strafford County	177200	Dover	$103,293	$41,715	$145,008
Easter Seals New Hampshire, Inc.	177204	Manchester	$280,294	$113,199	$393,493
Gibson Center for Senior Services	155344	North Conway	$752,842	$325,167	$1,078,009
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$3,518,353	$1,499,952	$5,018,305
Greater Wakefield Resource Center	158408	Union	$45,792	$19,904	$65,696
Lamprey Health Care	177677	Newmarket	$176,139	$71,133	$247,272
Newport Senior Center	177250	Newport	$1,892,152	$816,239	$2,708,391
Ossipee Concerned Citizens	170158	Center Ossipee	$1,109,530	$482,267	$1,591,797
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$4,265,302	$1,839,406	$6,104,708

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Southwestern Community Services	177511	Keene	$173,921	$70,239	$244,160
St. Joseph Community Services	155093	Merrimack	$4,458,951	$1,934,123	$6,393,074
Strafford Nutrition MOW	260818	Somersworth	$1,150,885	$500,243	$1,651,128
Tri-County Community Action Program	177195	Berlin	$2,086,963	$890,696	$2,977,659
VNA at HCS	177274	Keene, NH	$1,693,408	$731,408	$2,424,816
		Total:	**$26,265,494**	**$11,296,768**	**$37,562,262**

Funds are available in the following account(s) for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to January 1, 2019 because the Department needed time to calculate new rates to incorporate the federal funding increase for meals, and evaluate systems and impact on federal reporting requirements which delayed this action. The January 1, 2019 effective date will provide a full initial six (6) months' period (January 1, 2019-June 30, 2019) for contract agencies to apply the rate increases to their provision of services to clients. The Department did not receive the notification of the increase of funding until November 2018.

The purpose of this request is to enable vendors to continue providing Nutrition and Transportation Services by extending the completion date and increasing the price limitation of the contracts. These services support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community

facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services. Approximately 31,363 individuals will be served from January 1, 2019 through June 30, 2020.

As referenced in the Exhibit C-1 of the contracts, the agreements include the option to extend services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council. The Contracts were previously renewed for nine (9) months. This current renewal request for one (1) year, leaves an additional three (3) months of renewal.

Should the Governor and Executive Council not approve this request, thousands of older adults and younger adults with disabilities or chronic illnesses may not have access to home-delivered meals, congregate meals, or transportation services.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 18AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 18AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 18AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (50% Federal Funds; 50% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,617.00	$0.00	$124,617.00
541-500383	Meals - Congregate	2017	$163,598.00	$0.00	$163,598.00
544-500386	Meals - Home Delivered	2017	$334,758.00	$0.00	$334,758.00
512-500352	Transportation of Clients	2018	$261,743.00	$0.00	$261,743.00
541-500383	Meals - Congregate	2018	$343,846.00	$0.00	$343,846.00
544-500386	Meals - Home Delivered	2018	$703,599.00	$0.00	$703,599.00
512-500352	Transportation of Clients	2019	$261,743.00	$0.00	$261,743.00
541-500383	Meals - Congregate	2019	$343,846.00	$13,088.00	$356,934.00
544-500386	Meals - Home Delivered	2019	$703,599.00	$26,781.00	$730,380.00
512-500352	Transportation of Clients	2020	$0.00	$261,743.00	$261,743.00
541-500383	Meals - Congregate	2020	$0.00	$356,934.00	$356,934.00
544-500386	Meals - Home Delivered	2020	$0.00	$730,380.00	$730,380.00
		Subtotal	***$3,241,349.00***	***$1,388,926.00***	***$4,630,275.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,894.00	$0.00	$53,894.00
541-500383	Meals - Congregate	2017	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2017	$0.00	$0.00	$0.00
512-500352	Transportation of Clients	2018	$113,200.00	$0.00	$113,200.00
541-500383	Meals - Congregate	2018	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2018	$0.00	$0.00	$0.00
512-500352	Transportation of Clients	2019	$113,200.00	$0.00	$113,200.00
541-500383	Meals - Congregate	2019	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2019	$0.00	$0.00	$0.00
512-500352	Transportation of Clients	2020	$0.00	$113,200.00	$113,200.00
541-500383	Meals - Congregate	2020	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2020	$0.00	$0.00	$0.00
		Subtotal	***$280,294.00***	***$113,200.00***	***$393,494.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,846.00	$0.00	$12,846.00
541-500383	Meals - Congregate	2017	$46,750.00	$0.00	$46,750.00
544-500386	Meals - Home Delivered	2017	$65,401.00	$0.00	$65,401.00
512-500352	Transportation of Clients	2018	$26,956.00	$0.00	$26,956.00
541-500383	Meals - Congregate	2018	$98,260.00	$0.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$137,454.00	$0.00	$137,454.00
512-500352	Transportation of Clients	2019	$26,956.00	$0.00	$26,956.00
541-500383	Meals - Congregate	2019	$98,260.00	$3,740.00	$102,000.00
544-500386	Meals - Home Delivered	2019	$137,454.00	$5,232.00	$142,686.00
512-500352	Transportation of Clients	2020	$0.00	$26,956.00	$26,956.00
541-500383	Meals - Congregate	2020	$0.00	$102,000.00	$102,000.00
544-500386	Meals - Home Delivered	2020	$0.00	$142,686.00	$142,686.00
		Subtotal	***$650,337.00***	***$280,614.00***	***$930,951.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,131.00	$0.00	$183,131.00
541-500383	Meals - Congregate	2017	$187,622.00	$0.00	$187,622.00
544-500386	Meals - Home Delivered	2017	$161,073.00	$0.00	$161,073.00
512-500352	Transportation of Clients	2018	$384,625.00	$0.00	$384,625.00
541-500383	Meals - Congregate	2018	$394,346.00	$0.00	$394,346.00
544-500386	Meals - Home Delivered	2018	$338,546.00	$0.00	$338,546.00
512-500352	Transportation of Clients	2019	$384,625.00	$0.00	$384,625.00
541-500383	Meals - Congregate	2019	$394,346.00	$15,010.00	$409,356.00
544-500386	Meals - Home Delivered	2019	$338,546.00	$12,886.00	$351,432.00
512-500352	Transportation of Clients	2020	$0.00	$384,625.00	$384,625.00
541-500383	Meals - Congregate	2020	$0.00	$409,356.00	$409,356.00
544-500386	Meals - Home Delivered	2020	$0.00	$351,432.00	$351,432.00
		Subtotal	***$2,766,860.00***	***$1,173,309.00***	***$3,940,169.00***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$0.00	$0.00	$0.00

541-500383	Meals - Congregate	2017	$8,800.00	$0.00	$8,800.00
544-500386	Meals - Home Delivered	2017	$0.00	$0.00	$0.00
512-500352	Transportation of Clients	2018	$0.00	$0.00	$0.00
541-500383	Meals - Congregate	2018	$18,496.00	$0.00	$18,496.00
544-500386	Meals - Home Delivered	2018	$0.00	$0.00	$0.00
512-500352	Transportation of Clients	2019	$0.00	$0.00	$0.00
541-500383	Meals - Congregate	2019	$18,496.00	$704.00	$19,200.00
544-500386	Meals - Home Delivered	2019	$0.00	$0.00	$0.00
512-500352	Transportation of Clients	2020	$0.00	$0.00	$0.00
541-500383	Meals - Congregate	2020	$0.00	$19,200.00	$19,200.00
544-500386	Meals - Home Delivered	2020	$0.00	$0.00	$0.00
		Subtotal	***$45,792.00***	***$19,904.00***	***$65,696.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,873.00	$0.00	$33,873.00
541-500383	Meals - Congregate	2017	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2017	$0.00	$0.00	$0.00
512-500352	Transportation of Clients	2018	$71,133.00	$0.00	$71,133.00
541-500383	Meals - Congregate	2018	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2018	$0.00	$0.00	$0.00
512-500352	Transportation of Clients	2019	$71,133.00	$0.00	$71,133.00
541-500383	Meals - Congregate	2019	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2019	$0.00	$0.00	$0.00
512-500352	Transportation of Clients	2020	$0.00	$71,133.00	$71,133.00
541-500383	Meals - Congregate	2020	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2020	$0.00	$0.00	$0.00
		Subtotal	***$176,139.00***	***$71,133.00***	***$247,272.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.00	$0.00	$38,725.00
541-500383	Meals - Congregate	2017	$80,366.00	$0.00	$80,366.00
544-500386	Meals - Home Delivered	2017	$124,955.00	$0.00	$124,955.00
512-500352	Transportation of Clients	2018	$81,341.00	$0.00	$81,341.00
541-500383	Meals - Congregate	2018	$168,909.00	$0.00	$168,909.00
544-500386	Meals - Home Delivered	2018	$262,632.00	$0.00	$262,632.00

512-500352	Transportation of Clients	2019	$81,341.00	$0.00	$81,341.00
541-500383	Meals - Congregate	2019	$168,909.00	$6,429.00	$175,338.00
544-500386	Meals - Home Delivered	2019	$262,632.00	$9,996.00	$272,628.00
512-500352	Transportation of Clients	2020	$0.00	$81,341.00	$81,341.00
541-500383	Meals - Congregate	2020	$0.00	$175,338.00	$175,338.00
544-500386	Meals - Home Delivered	2020	$0.00	$272,628.00	$272,628.00
		Subtotal	***$1,269,810.00***	***$545,732.00***	***$1,815,542.00***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$0.00	$0.00	$0.00
541-500383	Meals - Congregate	2017	$62,778.00	$0.00	$62,778.00
544-500386	Meals - Home Delivered	2017	$71,858.00	$0.00	$71,858.00
512-500352	Transportation of Clients	2018	$0.00	$0.00	$0.00
541-500383	Meals - Congregate	2018	$131,946.00	$0.00	$131,946.00
544-500386	Meals - Home Delivered	2018	$151,031.00	$0.00	$151,031.00
512-500352	Transportation of Clients	2019	$0.00	$0.00	$0.00
541-500383	Meals - Congregate	2019	$131,946.00	$5,022.00	$136,968.00
544-500386	Meals - Home Delivered	2019	$151,031.00	$5,749.00	$156,780.00
512-500352	Transportation of Clients	2020	$0.00	$0.00	$0.00
541-500383	Meals - Congregate	2020	$0.00	$136,968.00	$136,968.00
544-500386	Meals - Home Delivered	2020	$0.00	$156,780.00	$156,780.00
		Subtotal	***$700,590.00***	***$304,519.00***	***$1,005,109.00***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,843.00	$0.00	$90,843.00
541-500383	Meals - Congregate	2017	$123,750.00	$0.00	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00	$0.00	$331,837.00
512-500352	Transportation of Clients	2018	$190,782.00	$0.00	$190,782.00
541-500383	Meals - Congregate	2018	$260,100.00	$0.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$697,461.00	$0.00	$697,461.00
512-500352	Transportation of Clients	2019	$190,782.00	$0.00	$190,782.00
541-500383	Meals - Congregate	2019	$260,100.00	$9,900.00	$270,000.00
544-500386	Meals - Home Delivered	2019	$697,461.00	$26,547.00	$724,008.00
512-500352	Transportation of Clients	2020	$0.00	$190,782.00	$190,782.00
541-500383	Meals - Congregate	2020	$0.00	$270,000.00	$270,000.00

544-500386	Meals - Home Delivered	2020	$0.00	$724,008.00	$724,008.00
		Subtotal	***$2,843,116.00***	***$1,221,237.00***	***$4,064,353.00***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,003.00	$0.00	$25,003.00
541-500383	Meals - Congregate	2017	$158,538.00	$0.00	$158,538.00
544-500386	Meals - Home Delivered	2017	$490,897.00	$0.00	$490,897.00
512-500352	Transportation of Clients	2018	$52,492.00	$0.00	$52,492.00
541-500383	Meals - Congregate	2018	$200,277.00	$0.00	$200,277.00
544-500386	Meals - Home Delivered	2018	$1,164,716.00	$0.00	$1,164,716.00
512-500352	Transportation of Clients	2019	$52,492.00	$0.00	$52,492.00
541-500383	Meals - Congregate	2019	$200,277.00	$7,623.00	$207,900.00
544-500386	Meals - Home Delivered	2019	$1;164,716.00	$44,332.00	$1,209,048.00
512-500352	Transportation of Clients	2020	$0.00	$52,492.00	$52,492.00
541-500383	Meals - Congregate	2020	$0.00	$207,900.00	$207,900.00
544-500386	Meals - Home Delivered	2020	$0.00	$1,209,048.00	$1,209,048.00
		Subtotal	***$3,509,408.00***	***$1,521,395.00***	***$5,030,803.00***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,441.00	$0.00	$33,441.00
541-500383	Meals - Congregate	2017	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2017	$0.00	$0.00	$0.00
512-500352	Transportation of Clients	2018	$70,240.00	$0.00	$70,240.00
541-500383	Meals - Congregate	2018	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2018	$0.00	$0.00	$0.00
512-500352	Transportation of Clients	2019	$70,240.00	$0.00	$70,240.00
541-500383	Meals - Congregate	2019	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2019	$0.00	$0.00	$0.00
512-500352	Transportation of Clients	2020	$0.00	$70,240.00	$70,240.00
541-500383	Meals - Congregate	2020	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2020	$0.00	$0.00	$0.00
		Subtotal	***$173,921.00***	***$70,240.00***	***$244,161.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,861.00	$0.00	$19,861.00
541-500383	Meals - Congregate	2017	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2017	$0.00	$0.00	$0.00
512-500352	Transportation of Clients	2018	$41,716.00	$0.00	$41,716.00
541-500383	Meals - Congregate	2018	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2018	$0.00	$0.00	$0.00
512-500352	Transportation of Clients	2019	$41,716.00	$0.00	$41,716.00
541-500383	Meals - Congregate	2019	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2019	$0.00	$0.00	$0.00
512-500352	Transportation of Clients	2020	$0.00	$41,716.00	$41,716.00
541-500383	Meals - Congregate	2020	$0.00	$0.00	$0.00
544-500386	Meals - Home Delivered	2020	$0.00	$0.00	$0.00
		Subtotal	***$103,293.00***	***$41,716.00***	***$145,009.00***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$0.00	$0.00	$0.00
541-500383	Meals - Congregate	2017	$27,974.00	$0.00	$27,974.00
544-500386	Meals - Home Delivered	2017	$129,234.00	$0.00	$129,234.00
512-500352	Transportation of Clients	2018	$0.00	$0.00	$0.00
541-500383	Meals - Congregate	2018	$58,788.00	$0.00	$58,788.00
544-500386	Meals - Home Delivered	2018	$271,625.00	$0.00	$271,625.00
512-500352	Transportation of Clients	2019	$0.00	$0.00	$0.00
541-500383	Meals - Congregate	2019	$58,788.00	$2,238.00	$61,026.00
544-500386	Meals - Home Delivered	2019	$271,625.00	$10,339.00	$281,964.00
512-500352	Transportation of Clients	2020	$0.00	$0.00	$0.00
541-500383	Meals - Congregate	2020	$0.00	$61,026.00	$61,026.00
544-500386	Meals - Home Delivered	2020	$0.00	$281,964.00	$281,964.00
		Subtotal	***$818,034.00***	***$355,567.00***	***$1,173,601.00***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00	$0.00	$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00	$0.00	$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00	$0.00	$152,570.00

512-500352	Transportation of Clients	2018	$215,229.00	$0.00	$215,229.00
541-500383	Meals - Congregate	2018	$163,661.00	$0.00	$163,661.00
544-500386	Meals - Home Delivered	2018	$320,674.00	$0.00	$320,674.00
512-500352	Transportation of Clients	2019	$215,229.00	$0.00	$215,229.00
541-500383	Meals - Congregate	2019	$163,661.00	$6,229.00	$169,890.00
544-500386	Meals - Home Delivered	2019	$320,674.00	$12,206.00	$332,880.00
512-500352	Transportation of Clients	2020	$0.00	$215,229.00	$215,229.00
541-500383	Meals - Congregate	2020	$0.00	$169,890.00	$169,890.00
544-500386	Meals - Home Delivered	2020	$0.00	$332,880.00	$332,880.00
		Subtotal	***$1,732,057.00***	***$736,434.00***	***$2,468,491.00***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.00	$0.00	$28,985.00
541-500383	Meals - Congregate	2017	$73,277.00	$0.00	$73,277.00
544-500386	Meals - Home Delivered	2017	$118,745.00	$0.00	$118,745.00
512-500352	Transportation of Clients	2018	$60,856.00	$0.00	$60,856.00
541-500383	Meals - Congregate	2018	$154,008.00	$0.00	$154,008.00
544-500386	Meals - Home Delivered	2018	$249,575.00	$0.00	$249,575.00
512-500352	Transportation of Clients	2019	$60,856.00	$0.00	$60,856.00
541-500383	Meals - Congregate	2019	$154,008.00	$5,862.00	$159,870.00
544-500386	Meals - Home Delivered	2019	$249,575.00	$9,499.00	$259,074.00
512-500352	Transportation of Clients	2020	$0.00	$60,856.00	$60,856.00
541-500383	Meals - Congregate	2020	$0.00	$159,870.00	$159,870.00
544-500386	Meals - Home Delivered	2020	$0.00	$259,074.00	$259,074.00
		Subtotal	***$1,149,885.00***	***$495,161.00***	***$1,645,046.00***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,709.00	$0.00	$747,709.00
541-500383	Meals - Congregate	2017	$1,011,322.00	$0.00	$1,011,322.00
544-500386	Meals - Home Delivered	2017	$1,981,328.00	$0.00	$1,981,328.00
512-500352	Transportation of Clients	2018	$1,570,313.00	$0.00	$1,570,313.00
541-500383	Meals - Congregate	2018	$1,992,637.00	$0.00	$1,992,637.00
544-500386	Meals - Home Delivered	2018	$4,297,313.00	$0.00	$4,297,313.00
512-500352	Transportation of Clients	2019	$1,570,313.00	$0.00	$1,570,313.00
541-500383	Meals - Congregate	2019	$1,992,637.00	$75,845.00	$2,068,482.00

544-500386	Meals - Home Delivered	2019	$4,297,313.00	$163,567.00	$4,460,880.00
512-500352	Transportation of Clients	2020	$0.00	$1,570,313.00	$1,570,313.00
541-500383	Meals - Congregate	2020	$0.00	$2,068,482.00	$2,068,482.00
544-500386	Meals - Home Delivered	2020	$0.00	$4,460,880.00	$4,460,880.00
		Subtotal	***$19,460,885.00***	***$8,339,087.00***	***$27,799,972.00***
			$19,460,885.00	$8,339,087.00	$27,799,972.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (60% Federal Funds; 40% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,962.00	$0.00	$252,962.00
544-500386	Meals Home Delivered	2018	$531,679.00	$0.00	$531,679.00
544-500386	Meals Home Delivered	2019	$531,679.00	$20,237.00	$551,916.00
544-500386	Meals Home Delivered	2020	$0.00	$551,916.00	$551,916.00
		Subtotal	***$1,316,320.00***	***$572,153.00***	***$1,888,473.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$0.00	$0.00	$0.00
544-500386	Meals Home Delivered	2018	$0.00	$0.00	$0.00
544-500386	Meals Home Delivered	2019	$0.00	$0.00	$0.00
544-500386	Meals Home Delivered	2020	$0.00	$0.00	$0.00
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00	$0.00	$19,701.00
544-500386	Meals Home Delivered	2018	$41,402.00	$0.00	$41,402.00
544-500386	Meals Home Delivered	2019	$41,402.00	$1,576.00	$42,978.00
544-500386	Meals Home Delivered	2020	$0.00	$42,978.00	$42,978.00
		Subtotal	***$102,505.00***	***$44,554.00***	***$147,059.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget

544-500386	Meals Home Delivered	2017	$144,419.00	$0.00	$144,419.00
544-500386	Meals Home Delivered	2018	$303,537.00	$0.00	$303,537.00
544-500386	Meals Home Delivered	2019	$303,537.00	$11,553.00	$315,090.00
544-500386	Meals Home Delivered	2020	$0.00	$315,090.00	$315,090.00
		Subtotal	***$751,493.00***	***$326,643.00***	***$1,078,136.00***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$0.00	$0.00	$0.00
544-500386	Meals Home Delivered	2018	$0.00	$0.00	$0.00
544-500386	Meals Home Delivered	2019	$0.00	$0.00	$0.00
544-500386	Meals Home Delivered	2020	$0.00	$0.00	$0.00
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$0.00	$0.00	$0.00
544-500386	Meals Home Delivered	2018	$0.00	$0.00	$0.00
544-500386	Meals Home Delivered	2019	$0.00	$0.00	$0.00
544-500386	Meals Home Delivered	2020	$0.00	$0.00	$0.00
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,598.00	$0.00	$119,598.00
544-500386	Meals Home Delivered	2018	$251,372.00	$0.00	$251,372.00
544-500386	Meals Home Delivered	2019	$251,372.00	$9,568.00	$260,940.00
544-500386	Meals Home Delivered	2020	$0.00	$260,940.00	$260,940.00
		Subtotal	***$622,342.00***	***$270,508.00***	***$892,850.00***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,590.00	$0.00	$78,590.00
544-500386	Meals Home Delivered	2018	$165,175.00	$0.00	$165,175.00
544-500386	Meals Home Delivered	2019	$165,175.00	$6,287.00	$171,462.00
544-500386	Meals Home Delivered	2020	$0.00	$171,462.00	$171,462.00
		Subtotal	***$408,940.00***	***$177,749.00***	***$586,689.00***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00	$0.00	$273,306.00
544-500386	Meals Home Delivered	2018	$574,440.00	$0.00	$574,440.00
544-500386	Meals Home Delivered	2019	$574,440.00	$21,864.00	$596,304.00
544-500386	Meals Home Delivered	2020	$0.00	$596,304.00	$596,304.00
		Subtotal	***$1,422,186.00***	***$618,168.00***	***$2,040,354.00***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00	$0.00	$182,479.00
544-500386	Meals Home Delivered	2018	$383,532.00	$0.00	$383,532.00
544-500386	Meals Home Delivered	2019	$383,532.00	$14,598.00	$398,130.00
544-500386	Meals Home Delivered	2020	$0.00	$398,130.00	$398,130.00
		Subtotal	***$949,543.00***	***$412,728.00***	***$1,362,271.00***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$0.00	$0.00	$0.00
544-500386	Meals Home Delivered	2018	$0.00	$0.00	$0.00
544-500386	Meals Home Delivered	2019	$0.00	$0.00	$0.00
544-500386	Meals Home Delivered	2020	$0.00	$0.00	$0.00
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$0.00	$0.00	$0.00
544-500386	Meals Home Delivered	2018	$0.00	$0.00	$0.00
544-500386	Meals Home Delivered	2019	$0.00	$0.00	$0.00
544-500386	Meals Home Delivered	2020	$0.00	$0.00	$0.00
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00	$0.00	$63,965.00
544-500386	Meals Home Delivered	2018	$134,443.00	$0.00	$134,443.00
544-500386	Meals Home Delivered	2019	$134,443.00	$5,117.00	$139,560.00
544-500386	Meals Home Delivered	2020	$0.00	$139,560.00	$139,560.00
		Subtotal	***$332,851.00***	***$144,677.00***	***$477,528.00***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,206.00	$0.00	$68,206.00
544-500386	Meals Home Delivered	2018	$143,350.00	$0.00	$143,350.00
544-500386	Meals Home Delivered	2019	$143,350.00	$5,456.00	$148,806.00
544-500386	Meals Home Delivered	2020	$0.00	$148,806.00	$148,806.00
		Subtotal	***$354,906.00***	***$154,262.00***	***$509,168.00***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,451.00	$0.00	$104,451.00
544-500386	Meals Home Delivered	2018	$219,536.00	$0.00	$219,536.00
544-500386	Meals Home Delivered	2019	$219,536.00	$8,356.00	$227,892.00
544-500386	Meals Home Delivered	2020	$0.00	$227,892.00	$227,892.00
		Subtotal	***$543,523.00***	***$236,248.00***	***$779,771.00***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,677.00	$0.00	$1,307,677.00
544-500386	Meals Home Delivered	2018	$2,748,466.00	$0.00	$2,748,466.00
544-500386	Meals Home Delivered	2019	$2,748,466.00	$104,612.00	$2,853,078.00
544-500386	Meals Home Delivered	2020	$0.00	$2,853,078.00	$2,853,078.00
		Subtotal	***$6,804,609.00***	***$2,957,690.00***	***$9,762,299.00***
			$6,804,609.00	$2,957,690.00	$9,762,299.00

Summary by Vendor by Year

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,935.00	$0.00	$875,935.00

		2018	$1,840,867.00	$0.00	$1,840,867.00
		2019	$1,840,867.00	$60,106.00	$1,900,973.00
		2020	$0.00	$1,900,973.00	$1,900,973.00
		Subtotal	***$4,557,669.00***	***$1,961,079.00***	***$6,518,748.00***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,894.00	$0.00	$53,894.00
		2018	$113,200.00	$0.00	$113,200.00
		2019	$113,200.00	$0.00	$113,200.00
		2020	$0.00	$113,200.00	$113,200.00
		Subtotal	***$280,294.00***	***$113,200.00***	***$393,494.00***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,698.00	$0.00	$144,698.00
		2018	$304,072.00	$0.00	$304,072.00
		2019	$304,072.00	$10,548.00	$314,620.00
		2020	$0.00	$314,620.00	$314,620.00
		Subtotal	***$752,842.00***	***$325,168.00***	***$1,078,010.00***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,245.00	$0.00	$676,245.00
		2018	$1,421,054.00	$0.00	$1,421,054.00
		2019	$1,421,054.00	$39,449.00	$1,460,503.00
		2020	$0.00	$1,460,503.00	$1,460,503.00
		Subtotal	***$3,518,353.00***	***$1,499,952.00***	***$5,018,305.00***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$18,496.00	$0.00	$18,496.00
		2019	$18,496.00	$704.00	$19,200.00
		2020	$0.00	$19,200.00	$19,200.00
		Subtotal	***$45,792.00***	***$19,904.00***	***$65,696.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,873.00	$0.00	$33,873.00
		2018	$71,133.00	$0.00	$71,133.00
		2019	$71,133.00	$0.00	$71,133.00
		2020	$0.00	$71,133.00	$71,133.00
		Subtotal	***$176,139.00***	***$71,133.00***	***$247,272.00***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,644.00	$0.00	$363,644.00
		2018	$764,254.00	$0.00	$764,254.00
		2019	$764,254.00	$25,993.00	$790,247.00
		2020	$0.00	$790,247.00	$790,247.00
		Subtotal	***$1,892,152.00***	***$816,240.00***	***$2,708,392.00***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,226.00	$0.00	$213,226.00
		2018	$448,152.00	$0.00	$448,152.00
		2019	$448,152.00	$17,058.00	$465,210.00
		2020	$0.00	$465,210.00	$465,210.00
		Subtotal	***$1,109,530.00***	***$482,268.00***	***$1,591,798.00***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,736.00	$0.00	$819,736.00
		2018	$1,722,783.00	$0.00	$1,722,783.00
		2019	$1,722,783.00	$58,311.00	$1,781,094.00
		2020	$0.00	$1,781,094.00	$1,781,094.00
		Subtotal	***$4,265,302.00***	***$1,839,405.00***	***$6,104,707.00***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget

		2017	$856,917.00	$0.00	$856,917.00
		2018	$1,801,017.00	$0.00	$1,801,017.00
		2019	$1,801,017.00	$66,553.00	$1,867,570.00
		2020	$0.00	$1,867,570.00	$1,867,570.00
		Subtotal	***$4,458,951.00***	***$1,934,123.00***	***$6,393,074.00***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,441.00	$0.00	$33,441.00
		2018	$70,240.00	$0.00	$70,240.00
		2019	$70,240.00	$0.00	$70,240.00
		2020	$0.00	$70,240.00	$70,240.00
		Subtotal	***$173,921.00***	***$70,240.00***	***$244,161.00***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,861.00	$0.00	$19,861.00
		2018	$41,716.00	$0.00	$41,716.00
		2019	$41,716.00	$0.00	$41,716.00
		2020	$0.00	$41,716.00	$41,716.00
		Subtotal	***$103,293.00***	***$41,716.00***	***$145,009.00***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,173.00	$0.00	$221,173.00
		2018	$464,856.00	$0.00	$464,856.00
		2019	$464,856.00	$17,694.00	$482,550.00
		2020	$0.00	$482,550.00	$482,550.00
		Subtotal	***$1,150,885.00***	***$500,244.00***	***$1,651,129.00***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,135.00	$0.00	$401,135.00
		2018	$842,914.00	$0.00	$842,914.00
		2019	$842,914.00	$23,891.00	$866,805.00

		2020	$0.00	$866,805.00	$866,805.00
		Subtotal	***$2,086,963.00***	***$890,696.00***	***$2,977,659.00***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,458.00	$0.00	$325,458.00
		2018	$683,975.00	$0.00	$683,975.00
		2019	$683,975.00	$23,717.00	$707,692.00
		2020	$0.00	$707,692.00	$707,692.00
		Subtotal	***$1,693,408.00***	***$731,409.00***	***$2,424,817.00***

Summary for All Vendors by Year

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$5,048,036.00	$0.00	$5,048,036.00
		2018	$10,608,729.00	$0.00	$10,608,729.00
		2019	$10,608,729.00	$344,024.00	$10,952,753.00
		2020	$0.00	$10,952,753.00	$10,952,753.00
		Total	**$26,265,494.00**	**$11,296,777.00**	**$37,562,271.00**
			$26,265,494.00	$11,296,777.00	$37,562,271.00

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,709.00	$0.00	$747,709.00
7872-541-500383	Meals - Congregate	2017	$1,011,322.00	$0.00	$1,011,322.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,328.00	$0.00	$1,981,328.00
7872-512-500352	Transportation of Clients	2018	$1,570,313.00	$0.00	$1,570,313.00
7872-541-500383	Meals - Congregate	2018	$1,992,637.00	$0.00	$1,992,637.00
7872-544-500386	Meals - Home Delivered	2018	$4,297,313.00	$0.00	$4,297,313.00
7872-512-500352	Transportation of Clients	2019	$1,570,313.00	$0.00	$1,570,313.00
7872-541-500383	Meals - Congregate	2019	$1,992,637.00	$75,845.00	$2,068,482.00
7872-544-500386	Meals - Home Delivered	2019	$4,297,313.00	$163,567.00	$4,460,880.00
7872-512-500352	Transportation of Clients	2020	$0.00	$1,570,313.00	$1,570,313.00

7872-541-500383	Meals - Congregate	2020	$0.00	$2,068,482.00	$2,068,482.00
7872-544-500386	Meals - Home Delivered	2020	$0.00	$4,460,880.00	$4,460,880.00
9255-544-500386	Meals Home Delivered	2017	$1,307,677.00	$0.00	$1,307,677.00
9255-544-500386	Meals Home Delivered	2018	$2,748,466.00	$0.00	$2,748,466.00
9255-544-500386	Meals Home Delivered	2019	$2,748,466.00	$104,612.00	$2,853,078.00
9255-544-500386	Meals Home Delivered	2020	$0.00	$2,853,078.00	$2,853,078.00
		Total	**$26,265,494.00**	**$11,296,777.00**	**$37,562,271.00**

7872-512-500352	Transportation of Clients	all	$3,888,335.00	$1,570,313.00	$5,458,648.00
7872-541-500383	Meals - Congregate	all	$4,996,596.00	$2,144,327.00	$7,140,923.00
7872-544-500386	Meals - Home Delivered	all	$10,575,954.00	$4,624,447.00	$15,200,401.00
9255-544-500386	Meals Home Delivered	all	$6,804,609.00	$2,957,690.00	$9,762,299.00
		Total	**$26,265,494.00**	**$11,296,777.00**	**$37,562,271.00**

Grand Total SFY17	2017	**$5,048,036.00**	**$0.00**	**$5,048,036.00**
Grand Total SFY18	2018	**$10,608,729.00**	**$0.00**	**$10,608,729.00**
Grand Total SFY19	2019	**$10,608,729.00**	**$344,024.00**	**$10,952,753.00**
Grand Total SFY20	2020	**$0.00**	**$10,952,753.00**	**$10,952,753.00**
Total Contract		**$26,265,494.00**	**$11,296,777.00**	**$37,562,271.00**

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Nutrition and Transportation Contract

This 2nd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated this 26th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 2 Industrial Park Drive, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), as amended on December 20, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the services rates, and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
   June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   $6,518,746.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
   Nathan White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
   603-271-9631.
5. Delete Exhibit B-1 Amendment #1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #2, Rate Sheet.

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

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

State of New Hampshire
Department of Health and Human Services

1/24/19
Date

Name: Christine Santamour
Title: Director, DPHS

Community Action Program
Belknap-Merrimack Counties, Inc.

1.22.2019
Date

Name: Jeanne Agri
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 1/22/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

James Sudak, Justice of the Peace
Name and Title of Notary or Justice of the Peace

My Commission Expires: JAMES W. SUDAK, Justice of the Peace
My Commission Expires, March 23, 2021

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

OFFICE OF THE ATTORNEY GENERAL

4/31/19
Date

Name: Megan A-L
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Rate Sheet
Amendment #2

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	45,993	$5.50		$ 252,961.50
Title IIIC HD Meals	Per Meal	60,865	$5.50		$ 334,757.50
Title IIIC Cong Meals	Per Meal	29,745	$5.50		$ 163,597.50
Title IIIB Transportation	PerClient/PerDay	5,258	$23.70		$ 124,614.60
			Subtotal		*$ 875,931.10*

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	91,986	$5.78		$ 531,679.08
Title IIIC HD Meals	Per Meal	121,730	$5.78		$ 703,599.40
Title IIIC Cong Meals	Per Meal	59,489	$5.78		$ 343,846.42
Title IIIB Transportation	PerClient/PerDay	10,516	$24.89		$ 261,743.24
			Subtotal		*$ 1,840,868.14*

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service 7/1/18-12/31/18	Rate per Service 1/1/19-6/30/19	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	91,986	$5.78	$6.00	$ 551,916.00
Title IIIC HD Meals	Per Meal	121,730	$5.78	$6.00	$ 730,380.00
Title IIIC Cong Meals	Per Meal	59,489	$5.78	$6.00	$ 356,934.00
Title IIIB Transportation	PerClient/PerDay	10,516	$24.89	$24.89	$ 261,743.24
			Subtotal		*$ 1,900,973.24*

7/1/2019 through 06/30/2020 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	91,986	$6.00		$ 551,916.00
Title IIIC HD Meals	Per Meal	121,730	$6.00		$ 730,380.00
Title IIIC Cong Meals	Per Meal	59,489	$6.00		$ 356,934.00
Title IIIB Transportation	PerClient/PerDay	10,516	$24.89		$ 261,743.24
			Subtotal		*$ 1,900,973.24*

Total		$ 6,518,745.72

Contractor Initials: GA
Date: 1-22-2019

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **63021**
Certificate Number: **0004072372**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2018.

William M. Gardner
Secretary of State

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/10/2019, such authority to be in force and effect until 6/30/2020 (contract termination date). (see attached)

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Jeanne Agri, Executive Director

(5) The meeting of the Board of Directors was held in accordance with New Hampshire, (state of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof. Excerpt of dated minutes or copy of article or section of authorizing by-law must be attached.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 22nd day of January, 2019.

Dennis T. Martino
Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 22nd day of January, 2019, before me, James Sudak the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

James Sudak, Justice of the Peace
Notary Public/Justice of the Peace

Commission Expiration Date:

JAMES W. SUDAK, Justice of the Peace
My Commission Expires, March 23, 2021

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Deputy Director, Budget Analyst, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*

- Department of Administrative Services for food distribution programs
- Department of Education for Nutrition programs
- Department of Health and Human Services
  - Bureau of Elderly and Adult Services for elderly programs
  - Bureau of Homeless and Housing Services for homeless/housing programs
  - Division of Children, Youth, and Families for child care programs
  - Division of Family Assistance for Community Services Block Grant
  - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Natural and Cultural Resources
- New Hampshire Office of Strategic Initiatives (OSI) for Low Income Energy Assistance, Weatherization, SEAS and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U.S. Department of Health and Human Services
- U.S. Department of Housing and Urban Development
- U.S. Department of the Treasury – Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 10, 2019, and has not been amended or revoked and remains in effect as of the date listed below.

1/22/2019
Date

Dennis T. Martino
Secretary/Clerk

SEAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2019

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

PRODUCER	CONTACT NAME: Karen Shaughnessy	
FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218	FAX (A/C, No): (603) 645-4331
	E-MAIL ADDRESS: kshaughnessy@crossagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Ins Co	
INSURED Community Action Programs, Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302	INSURER B : Granite State Health Care and Human Services Self-	
	INSURER C : Federal Ins Co	20281
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 18-19 All lines/19-20 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK1887527	10/01/2018	10/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK1887541	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB649174	10/01/2018	10/01/2019	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20190000100(3a.) NH	02/01/2019	02/01/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors & Officers Liability			82471794	04/01/2018	04/01/2019	Limit	1,000,000

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

Confirmation of Coverage.

CERTIFICATE HOLDER

State of New Hampshire Department of Health & Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Phone (603) 225-3295
(800) 856-5525
Fax (603) 228-1898
Web www.bm-cap.org

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.
EMPOWERING COMMUNITIES SINCE 1965

2 Industrial Park Drive
P.O. Box 1016
Concord, NH
03302-1016

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

STATEMENT OF PURPOSE

The purpose the corporation includes providing assistance for the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to become fully self-sufficient through planning and coordinating the use of a broad range of federal, state, local, and other assistance (including private resources) related to the elimination of poverty; the organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty and may help the families and individuals to achieve self-sufficiency; the maximum participation of residents of the low-income communities and members of the groups served to empower such residents and members to respond to the unique problems and needs within their communities; and to secure a more active role in the provision of services for private, religious, charitable, and neighborhood-based organizations, individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities and services for the poor.

(Approved by Agency Board of Directors on 02/24/05
as part of the Agency Bylaws.)

ALTON
Senior Center 875-7102
Prospect View Housing 875-3111

BELMONT
Senior Center 267-8867
Heritage Terr. Housing 267-8809

BRADFORD
Senior Center 938-2104

CONCORD
Area Center 225-6880
Head Start 224-6492
Early Head Start 224-6492
Concord Area
Meals on Wheels 225-9082
Concord Area Transit 225-1989
Horseshoe Pond Place 228-6956
WIC/CSFP 275-2050
Workplace Success 223-2305

EPSOM
Meadow Brook Housing 736-8250

FRANKLIN
Area Center 934-3444
Head Start 934-2161
Early Head Start 934-2161
Senior Center 934-4151
Riverside Housing 934-5340

LACONIA
Area Center 524-5512
Head Start 528-5334
Early Head Start 528-5334
Senior Center 524-7689
Family Planning 524-5453
Workplace Success 524-4367

MEREDITH
Area Center 279-4086

NEWBURY
Newbury Commons
Housing 763-0360

PEMBROKE
Village at Pembroke Farms
Housing 485-1842

PITTSFIELD
Senior Center 435-8482
Head Start 435-6618
Early Head Start 435-6611

SUNCOOK
Area Center 485-7824
Senior Center 485-4254

TILTON
Senior Center 527-8291

WARNER
Area Center 456-2207
Head Start 456-2208
North Ridge Housing 456-3398

Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORT

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statements of financial position as of February 28, 2018 and 2017, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended February 28, 2018.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2018 and February 28, 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Action Program Belknap-Merrimack Counties, Inc.'s 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 30, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended February 28, 2017, is consistent, in all material respects, with the audited financial statements from which it was derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, is* presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 8, 2019, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2018 AND 2017

ASSETS

	2018	2017
CURRENT ASSETS		
Cash	$ 1,751,685	$ 1,732,344
Accounts receivable	2,993,405	2,161,972
Inventory	26,567	21,530
Prepaid expenses	88,287	94,315
Investments	98,753	85,225
Total current assets	4,958,697	4,095,386
PROPERTY		
Land, buildings and improvements	4,634,220	4,618,289
Equipment, furniture and vehicles	6,227,722	5,838,444
Total property	10,861,942	10,456,733
Less accumulated depreciation	6,936,808	6,818,622
Property, net	3,925,134	3,638,111
OTHER ASSETS		
Due from related party	139,441	139,441
Total other assets	139,441	139,441
TOTAL ASSETS	$ 9,023,272	$ 7,872,938

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of notes payable	$ 172,745	$ 163,753
Accounts payable	1,443,697	847,707
Accrued expenses	1,056,676	1,019,426
Refundable advances	1,187,333	1,159,331
Total current liabilities	3,860,451	3,190,217
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	962,781	1,151,156
Total liabilities	4,823,232	4,341,373
NET ASSETS		
Unrestricted	3,497,187	2,887,454
Temporarily restricted	702,853	644,111
Total net assets	4,200,040	3,531,565
TOTAL LIABILITIES AND NET ASSETS	$ 9,023,272	$ 7,872,938

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2018
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2017

	Unrestricted	Temporarily Restricted	2018 Total	2017 Total
REVENUES AND OTHER SUPPORT				
Grant awards	$ 17,935,847	$ -	$ 17,935,847	$ 15,822,185
Other funds	1,538,501	2,870,131	4,408,632	4,769,775
In-kind	1,147,978	-	1,147,978	1,100,528
United Way	30,517	-	30,517	43,751
Realized gain on sale of property	-	-	-	20,250
Total revenues and other support	20,652,843	2,870,131	23,522,974	21,756,489
NET ASSETS RELEASED FROM RESTRICTIONS	2,811,389	(2,811,389)	-	-
Total	23,464,232	58,742	23,522,974	21,756,489
EXPENSES				
Salaries and wages	8,295,198	-	8,295,198	7,973,527
Payroll taxes and benefits	2,054,965	-	2,054,965	1,997,820
Travel	281,239	-	281,239	277,832
Occupancy	1,222,773	-	1,222,773	1,134,026
Program services	7,979,371	-	7,979,371	7,104,507
Other costs	1,636,269	-	1,636,269	1,512,410
Depreciation	236,706	-	236,706	225,631
In-kind	1,147,978	-	1,147,978	1,100,528
Total expenses	22,854,499	-	22,854,499	21,326,281
CHANGE IN NET ASSETS	609,733	58,742	668,475	430,208
NET ASSETS, BEGINNING OF YEAR	2,887,454	644,111	3,531,565	3,101,357
NET ASSETS, END OF YEAR	$ 3,497,187	$ 702,853	$ 4,200,040	$ 3,531,565

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2018 AND 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 668,475	$ 430,208
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	236,706	225,631
Gain on sale of property	-	(20,250)
(Increase) decrease in current assets:		
Accounts receivable	(831,433)	481,783
Inventory	(5,037)	8,393
Prepaid expenses	6,028	6,609
Increase (decrease) in current liabilities:		
Accounts payable	595,990	(335,107)
Accrued expenses	37,250	45,752
Refundable advances	28,002	37,296
NET CASH PROVIDED BY OPERATING ACTIVITIES	735,981	880,315
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(523,729)	(127,048)
Investment in partnership	(13,528)	(12,919)
Proceeds from sale of property	-	20,250
NET CASH USED IN INVESTING ACTIVITIES	(537,257)	(119,717)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(179,383)	(152,251)
NET CASH USED IN FINANCING ACTIVITIES	(179,383)	(152,251)
NET INCREASE IN CASH	19,341	608,347
CASH BALANCE, BEGINNING OF YEAR	1,732,344	1,123,997
CASH BALANCE, END OF YEAR	$ 1,751,685	$ 1,732,344
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	$ 73,582	$ 109,150

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2018
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2017

	Program	Management	2018 Total	2017 Total
Salaries and wages	$ 8,026,291	$ 268,907	$ 8,295,198	$ 7,973,527
Payroll taxes and benefits	1,948,839	106,126	2,054,965	1,997,820
Travel	279,829	1,410	281,239	277,832
Occupancy	1,107,004	115,769	1,222,773	1,134,026
Program Services	7,979,371	-	7,979,371	7,104,507
Other costs:				
Accounting fees	24,915	27,549	52,464	48,888
Legal fees	5,137	-	5,137	45,447
Supplies	236,553	26,718	263,271	259,191
Postage and shipping	49,153	1,052	50,205	55,100
Equipment rental and maintenance	1,680	-	1,680	5,503
Printing and publications	3,643	27,649	31,292	13,967
Conferences, conventions and meetings	13,730	9,544	23,274	27,628
Interest	68,274	5,308	73,582	109,150
Insurance	123,457	35,257	158,714	158,030
Membership fees	19,045	8,668	27,713	19,672
Utility and maintenance	185,882	64,390	250,272	123,416
Computer services	21,517	17,179	38,696	36,678
Other	645,081	14,888	659,969	609,740
Depreciation	231,959	4,747	236,706	225,631
In-kind	1,147,978	-	1,147,978	1,100,528
Total functional expenses	$ 22,119,338	$ 735,161	$ 22,854,499	$ 21,326,281

See Notes to Financial Statements

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2018

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

Basis of Accounting

The financial statements are prepared on the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

Financial Statement Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations.* Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 28, 2018 the Organization had no permanently restricted net assets and had temporarily restricted net assets of $702,853.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 28, 2017, from which the summarized information was derived.

Income Taxes

The Organization is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

The Organization files information returns in the United States and the State of New Hampshire. The Organization is no longer subject to examinations by tax authorities for years before 2014.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes,* established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its information returns for the years (2014 through 2017), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

Property and equipment is recorded at cost or, if donated, at the approximate fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding $5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight-line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment, furniture and vehicles	3 - 7 years

Use of Estimates

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

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Contributions

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

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made,* if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

In-Kind Donations / Noncash Transactions
Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received $1,147,978 in donated facilities, services and supplies for the year ended February 28, 2018 as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be $292,141 for the year ended February 28, 2018.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be $846,237 for the year ended February 28, 2018.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be $9,600 for the year ended February 28, 2018.

Advertising
The Organization expenses advertising costs as they are incurred. Total advertising costs for the year ended February 28, 2018 totaled $32,655.

Inventory
Inventory consists of weatherization supplies and work in process and is valued at the lower of cost or net realizable value, using the first-in, first-out method.

2. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2018. The Organization has no policy for charging interest on overdue accounts.

3. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated $1,187,333 as of February 28, 2018.

4. **RETIREMENT PLAN**

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2018 totaled $202,725.

5. **LEASED FACILITIES**

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to twenty years. For the year ended February 28, 2018, the annual lease expense for the leased facilities was $479,964.

The approximate future minimum lease payments on the above leases are as follows:

Year Ended February 28	Amount
2019	$ 449,443
2020	405,088
2021	339,230
2022	88,762
2023	88,762
Thereafter	1,053,765
Total	$ 2,425,050

6. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of $369,827 at February 28, 2018.

7. **BANK LINE OF CREDIT**

The Organization has a $200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (4.50% for the year ended February 28, 2018) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 28, 2018.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2018:

5.75% note payable to a financial institution in monthly installments for principal and interest of $13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center.	$ 773,551

3.00% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of $747 through May 2027. The note is secured by property of the Organization for the agency administrative building renovations.	71,843
7.00% note payable to a bank in monthly installments for principal and interest of $4,842 through May 2023. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.	290,132
Total	1,135,526
Less amounts due within one year	172,745
Long term portion	$ 962,781

The scheduled maturities of long-term debt as of February 28, 2018 were as follows:

Year Ending February 28	Amount
2019	$ 172,745
2020	183,269
2021	194,445
2022	206,317
2023	281,158
Thereafter	97,592
	$ 1,135,526

9. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 29, 2018:

Land	$ 168,676
Building and improvements	4,465,544
Equipment and vehicles	6,227,722
	10,861,942
Less accumulated depreciation	6,936,808
Property and equipment, net	$ 3,925,134

Depreciation expense for the year ended February 28, 2018 was $236,706.

10. CONTINGENCIES

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2018.

During the year ended February 28, 2018, the Corporation for National and Community Service (CNCS) conducted a monitoring of its program and found that the Organization was not in full compliance with the program requirements. As a result, CNCS disallowed $37,000 of grant expenditures. The Organization returned the funds in full during April 2018.

11. CONCENTRATION OF RISK

For the year ended February 28, 2018, approximately $11,000,000 (47%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

12. TEMPORARILY RESTRICTED NET ASSETS

At February 28, 2018, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose	
Senior Center	$ 127,746
Elder Services	390,089
NH Rotary Food Challenge	5,067
Common Pantry	5,912
Community Crisis	3,578
Caring Fund	14,272
Agency-FAP	14,746
Agency-H/S	140,978
Other Programs	465
	$ 702,853

13. RELATED PARTY TRANSACTIONS

The Organization is related to the following corporation as a result of common management:

Related Party	Function
CAPBMC Development Corporation	Real Estate Development

There was $139,441 due from CAPBMC Development Corporation at February 28, 2018.

The Organization serves as the management agent for the following organizations:

Related Party	Function
Belmont Elderly Housing, Inc.	HUD Property
Epsom Elderly Housing, Inc.	HUD Property
Alton Housing for the Elderly, Inc.	HUD Property
Pembroke Housing for the Elderly, Inc.	HUD Property
Newbury Elderly Housing, Inc.	HUD Property
Kearsarge Elderly Housing, Inc.	HUD Property
Riverside Housing Corporation	HUD Property
Sandy Ledge Limited Partnership	Low Income Housing Tax Credit Property
Twin Rivers Community Corporation	Property Development
Ozanam Place, Inc.	Transitional Supportive Services
TRCC Housing Limited Partnership I	Low Income Housing Tax Credit Property

The services performed by the Organization included, marketing, accounting, tenant selection (for the HUD properties), HUD compliance (for the HUD properties), and maintenance of property.

The total amount due from the related parties (collectively) at February 28, 2018 was $114,032 and is included in accounts receivables.

14. RECLASSIFICATION

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

15. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled $97,753 at February 28, 2018.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At February 28, 2018, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance – mutual funds	$ 84,225
Total gains (losses) - realized /unrealized	9,528
Purchases	4,000
Ending Balance – mutual funds	$ 97,753

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

The Organization invested $1,000 during the year ended February 28, 2018 in a Partnership, The Lakes Region Partnership for Public Health.

16. FISCAL AGENT

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, the NH Rotary Food Challenge and FGP/SCP Association Region 1. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 8, 2019, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2018

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
US DEPARTMENT OF HEALTH AND HUMAN SERVICES					
Head Start	93.600		01CH2052-03-01/01CH2052-04-01	$ 4,116,021	
Low Income Home Energy Assistance Program	93.568	State of New Hampshire	G-16/17B1NHLIEA	3,824,932	
Low Income Home Energy Assistance Program-WX	93.568	State of New Hampshire	G-16/17B1NHLIEA	113,069	
Low Income Home Energy Assistance Program-HRRP	93.568	State of New Hampshire	G-16/17B1NHLIEA	253,291	
			TOTAL	4,191,292	
Community Services Block Grant	93.569	State of New Hampshire	G-17B1NHCOSR	573,108	
Social Services Block Grant-Home Delivered & Congregate	93.667	State of New Hampshire	05-95-48-481010-9255	285,852	
Social Services Block Grant-Service Link	93.667	State of New Hampshire	545-500387	8,920	
			TOTAL	294,772	
TANF CLUSTER					
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire	05-95-45-450010-6148	29,305	
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services	05-95-45-450010-61270000	244,177	
			CLUSTER TOTAL	273,482	
AGING CLUSTER					
Title III, Part B-Senior Transporation	93.044	State of New Hampshire	05-95-48-481010-7872	136,211	
Title III, Part B-SEAS	93.044	State of New Hampshire	G-16/17B1NHLIEA	5,678	
Title III, Part C-Congregate Meals	93.045	State of New Hampshire	05-95-48-481010-7872	195,896	
Title III, Part C-Home Delivered	93.045	State of New Hampshire	05-95-48-481010-7872	395,026	
NSIP	93.053	State of New Hampshire	1056477	259,389	
			CLUSTER TOTAL	994,202	
CHILD CARE AND DEVELOPMENT FUND CLUSTER					
Child Care & Development Block Grant	93.575	State of New Hampshire		377,106	
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire		26,102	
			CLUSTER TOTAL	403,208	
MEDICAID CLUSTER					
Medical Assistance Program-Veterans Independent Program	93.778	Gateways Community Services		37,029	
Family Planning - Services	93.217	State of New Hampshire	05-95-90-902010-5530	81,401	
HIV Preventative Activities - Health Dept. Based-Family Planning	93.940	State of New Hampshire	U62PS003655	6,779	
MATERNAL, INFANT, AND EARLY CHILDHOOD HOME VISITING CLUSTER					
ACA - Maternal, Infant, & Early Childhood Home Visiting Program	93.505	State of New Hampshire	05-95-90-902010-0831	100,416	
Maternal & Child Health Services Block Grant to the States	93.994	State of New Hampshire	05-95-90-902010-5190	10,431	
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire	102-500731	40,552	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	102-500731	24,551	
CMS Research Demonstrations & Evaluations	93.779	State of New Hampshire	102-500731	16,818	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	102-500731	9,198	
			HHS TOTAL	$ 11,173,260	
US DEPARTMENT OF AGRICULTURE					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	15154NH743W5003	$ 743,425	
Senior Farmers Market	10.576	State of New Hampshire	15154NH083Y8303	79,303	
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	237,797	
CHILD NUTRITION CLUSTER					
Summer Food Service Program For Children	10.559	State of New Hampshire	NONE PROVIDED	157,463	

See Notes to Schedule of Expenditures of Federal Awards

Continued

Continued

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
FOOD DISTRIBUTION CLUSTER					
Commodity Supplemental Food Program	10.565	State of New Hampshire	15154NH814Y8005	724,422	$ 535,805
Emergency Food Assistance Program-Administration	10.568	State of New Hampshire	81750000	181,212	
Emergency Food Assistance Program	10.569	State of New Hampshire	81750000	1,562,630	1,562,630
			CLUSTER TOTAL	2,468,264	$ 2,098,435
			USDA TOTAL	$ 3,686,252	
CORPORATION FOR NATIONAL & COMMUNITY SERVICES					
FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER					
Senior Companion Program	94.016		16SCANH001	$ 350,074	
			CNCS TOTAL	$ 350,074	
US DEPARTMENT OF TRANSPORTATION					
Formula Grants for Rural Areas-Concord Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	$ 532,899	
Formula Grants for Rural Areas-Winnipesaukee Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	16,500	
			TOTAL	549,399	
TRANSIT SERVICES PROGRAMS CLUSTER					
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	9,130	
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation	Bus 1605 and 1606	94,926	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	74,764	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	2 buses	118,575	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20.513	Merrimack County	NH-65-X001	72,886	
			CLUSTER TOTAL	370,281	
			DOT TOTAL	$ 919,680	
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Supportive Housing Program-Outreach	14.235	State of New Hampshire	05-95-42-423010-7927-102-500731	$ 88,692	
Supportive Housing Program-Homeless	14.235	State of New Hampshire	NONE PROVIDED	27,968	
Supportive Housing Program	14.235	State of New Hampshire	05-95-42-423010-7927-102-500731	89,782	
			TOTAL	206,442	
Emergency Solutions Grant	14.231	State of New Hampshire	05-95-42-423010-7927-102-500731	53,911	
Continuum of Care Program	14.267	State of New Hampshire	05-95-42-423010-7927-102-500731	93,044	
			HUD TOTAL	$ 353,397	
US DEPARTMENT OF ENERGY					
Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire	EE0006169	$ 187,695	
			DOE TOTAL	$ 187,695	
US DEPARTMENT OF LABOR					
Senior Community Service Employment Program	17.235	State of New Hampshire	1044701	$ 395,620	
WIA/WIOA CLUSTER					
WIA/WIOA - Adult Program	17.258	Southern New Hampshire Services	0510-63380000-102-500731	71,334	
WIA/WIOA - Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services	0510-63380000-102-500731	68,341	
			CLUSTER TOTAL	139,675	
			DOL TOTAL	$ 535,295	
			TOTAL	$ 17,205,653	$ 2,098,435

See Notes to the Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED FEBRUARY 28, 2018

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 28, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 3 INDIRECT COST RATE

Community Action Program Belknap-Merrimack Counties, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD COMMODITIES

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
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COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 2018, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 8, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 8, 2019

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
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CONCORD
STRATHAM

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2018. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Program Belknap-Merrimack Counties, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2018.

Report on Internal Control Over Compliance

Management of Community Action Program Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
January 8, 2019

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2018

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.

2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.

3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.

6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).

7. The programs tested as major programs include:
   U.S. Department of Health and Human Services, Low Income Home Energy Assistance Program 93.568, Head Start 93.600, Corporation for National and Community Service, Senior Companion Program, 94.016

8. The threshold for distinguishing Type A and B programs was $750,000.

9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

BOARD OF DIRECTORS

Sara A. Lewko, *President*	Theresa M. Cromwell
David Siff, Esq., *Vice President*	Kathy Goode
Dennis Martino, *Secretary-Clerk*	Kathryn Hans
Safiya Wazir, *Treasurer*	Susan Koerber
Christine Averill	Robert (Bob) Krieger
Heather Brown	

Jeanne Agri

PROFESSIONAL PROFILE

Versatile and experienced leader with highly developed communication skills: written, verbal and presentational. Adept in coaching and mentoring employees and colleagues as evidenced by my selection by the National Office of Head Start to serve as a mentor for new Head Start Directors. Committed to continuous improvement of activities to ensure they meet outcomes approved by the board through strategic planning, creating goal-oriented systems and conformance with all local, state and federal guidance.

WORK EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Concord, NH
Executive Director 2018-present

- Assures the organization has long-range strategy which makes consistent and timely progress towards meeting the Agencies overall mission
- Responsible for the general supervision of all grant awards, ensuring that all statutory, regulatory, and /or program and financial requirements are met, that generally accepted accounting principles are applied, and that all program and financial policies and procedures are adhered to.
- Provide leadership in developing programs, organizational structures and financial systems that carry out the instructions and policies authorized by the Board
- Establish sound working relationships and cooperative arrangements with community groups, organizations and all funding sources important to the development of the agency and programs.
- See that the Board Director is kept fully informed and up to date on the condition of the organization and all important Federal, State or local requirements impacting on the Agency and/or its programs.

Southern New Hampshire Services, Manchester, NH
Education and Nutrition Operations Director 2016 - 2018

- Coordinate, manage and monitor workings of Child Development, Women Infant and Children, and Literacy Programs, as well as development of an agency wide Two-Generational Approach to services
- Formulate, improve and implement departmental and organizational policies and procedures to maximize output. Monitor adherence to rules, regulations, and procedures
- Assist in the recruitment and placement of required staff; establishment of organizational structure; delegation of tasks and accountabilities
- Supervise staff, including establishment of work schedules and monitoring and evaluating performance in partnership with Executive Director
- Assist in development of strategic plans for operational activity; implement and manage operational plans

Director of Child Development Programs 2001-2016

- Hire, coach and evaluate the performance of Program Managers, Specialists, Coordinators, Center Directors, Teachers and Head Start support staff
- Provide coaching, and learning opportunities for all employees focused on promoting, supporting and improving early development of children from the prenatal stage to five years of age using research - based practices
- Plan and implement strategic interventions with Program Managers, Specialists, Coordinators and Center Directors for sites needing administrative support and direction
- Plan, coordinate and facilitate regular leadership meetings for evaluating and strengthening systems to maintain the highest quality of services in compliance with Head Start Performance Standards
- Develop internal structures, systems, and policies supporting major content areas of Head Start program including education, health, mental health, social services, parent involvement, nutrition, disabilities , and transportation

- Collaborate with managers and internal fiscal department in the monitoring and control of component budgets; identification and interpretation of Head Start and community needs; conformance to the Performance Standards and other regulatory requirements
- Work in partnership with internal departments to support project goals and meet customerexpectations
- Establish and maintain relationships and collaborations with public school districts, systems of higher education, and other community agencies and partners
- Ensure adequate systems in place to maintain the highest quality of services to children and families in compliance with Head Start Performance Standards
- Ensure consistency in service delivery across the program with attention to inclusive practices and integration of component areas; encourage continuous improvement of systems.

Quality Assurance Director/Co-Director for Child Development Programs 1999-2001

- Established and managed a robust monitoring, analysis and evaluation system with well-defined results, milestones, and targets inclusive of Continuous Quality Improvement practices
- Monitored for quality and compliance at Grantee and Delegate level
- Worked closely with program Director to review, track and assess monitoring compliance throughout program operations
- Developed and implements a written quality assurance and performance evaluation plan in conjunction with Governing Board, Policy Council
- Interpreted and evaluated a variety of information to present it in meaningful oral or written form for varied audiences and provide reliable analysis leading to sound decision-making

Area Manager /Education Manager 1997-1999

- Supervision of various Child Care sites including direct supervision of Center Directors/Site Managers
- Coordinate personal and professional development and training plans for staff and ensure teaching staff progress towards educational requirements as supported by the Performance Standards
- Documented and administered both positive and negative feedback and utilize Performance Improvement Plans when warranted.

Child Care Center Director/Site Manager 1995-1997

- Supervised, mentored, coach and administered work plans and directives to staff
- Communicated areas of performance improvement to staff and promote training that reflected individual needs of staff members and the team as a whole
- Ensure program compliance with codes of state and local licensing agencies and grant requirements

New Hampshire Technical College, Nashua, NH

Instructor 1995-1997

- Taught Child Growth & Development and assisted in curriculum development for Early Childhood Education Program
- Planned and organized instruction to maximize documented student learning
- Employed appropriate teaching and learning strategies to communicate subject matter to students
- Modified, where applicable, instructional methods and strategies to meet diverse student needs

EDUCATION

Southern New Hampshire University, Manchester, NH
Master's in Business Administration June 2017

Notre Dame College, Manchester, NH
Bachelors of Arts in Elementary Education 1981

KATHRYN R. LAVIGNE

WORK EXPERIENCE

July 1993-Present — CHIEF ACCOUNTANT
Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, New Hampshire 03302-1016

November 1992-June 1993 — SENIOR ACCOUNTANT
John Killion & Co., Concord, New Hampshire
Responsible for compilations and reviews of commercial accounts, preparation of financial statements and tax returns. Auditing at junior level for nonprofit organizations. Preparation of weekly payrolls, quarterly payroll tax returns and year-end W-2's for service bureau accounts. Installation of accounting software. Set-up of clients chart of accounts and trial balance. Software used: Real World, Word Perfect, Cougar Mountain, Accountants Trial Balance, Fixed Assets Management and Tax Machine.

January 1989-November 1992 — OFFICE MANAGER
Rudolph Electrical Co., Inc., Concord, New Hampshire
Supervise staff of three. Responsible for implementing computerized accounting system. Handle all aspects of accounting, i.e. accounts receivable, accounts payable, payroll, general ledger and job cost. Responsible for preparation of weekly payroll, monthly financial statements and quarterly payroll tax returns. Collect overdue accounts.

October 1979-September 1988 — Rivco, Penacook, New Hampshire

June 1986-September 1988 — ACCOUNTING MANAGER
Supervise staff of seven. Responsible for hiring, assigning, appraising performance and directing department personnel, including recommending compensation changes and promotions. Participant in audit preparation. Administrator of profit sharing plan and trip promotion program.

August 1984-September 1988 — CREDIT MANAGER
Monitor all accounts and collect overdue accounts. Determine credit rating of prospective customers. Open accounts. Consult with lawyers, salesmen and sales manager. Represent company in court. Handle customer correspondence and telephone calls. Train and supervise credit personnel.

October 1979-August 1984 — ACCOUNTS RECEIVABLE CLERK
Handle all aspects of accounts receivable and billing. Reconcile accounts. Prepare monthly sales reports and aged trial balance by customer and by salesmen.

EDUCATION

1982-1989 — Franklin Pierce College, Concord, New Hampshire
Bachelor's Degree in Accounting and Business Management
May 1989, Graduated Magna Cum Laude

1963-1967 — Franklin High School, Franklin, New Hampshire
Business-Secretarial, Graduated with high honors

REFERENCES

Available upon request.

STEVEN E. GREGOIRE

PROFESSIONAL EXPERIENCE:

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

Budget Analyst June 2012 - Current

Certifier-Fuel Assistance/Electrical Assistance Programs, Aug 2011 – April 2012

THE BEAN GROUP, Portsmouth, NH

Licensed Realtor, Sept 2010 – April 2011

MEREDITH VILLAGE SAVINGS BANK, Meredith NH

VP Finance & VP Compliance & Bank Secrecy Act Officer, Sept 2007 – Dec 2008

VP Finance, & VP Compliance Officer, April 2002 – Sept 2007

Assistant Treasurer & Compliance Officer, Sept 1998 – April 2002

Assistant Treasurer, June 1998 – Sept 1998

NH STATE BANKING DEPARTMENT, Concord, NH

Bank Examiner III, March 1995 - June 1998

Bank Examiner II, April 1994 – March 1995

Bank Examiner I, March 1992 – April 1994

STEVE'S MAINTENANCE SERVICE, Meredith & Bow NH

Owner / Operator, March 1988 – June 2012

MEREDITH LUMBER INC., Meredith NH

Vice President, Sept 1983 – February 1988

EDUCATION

Bentley College, Waltham, MA

Bachelor of Science Degree in Management May 1983

Associates of Science Degree in Accountancy May 1983

SUZANNE L. SINGER, MBA

Director of Business Development
Growth Catalyst - Powerful Sales Strategist - Market Expansion
Top-performing Business Development & Sales Director who builds high-performance sales teams to develop new markets resulting in higher-margin sales
Consistent Revenue Growth - Valued Mentor & Leader

Business Development strategist who builds strong, dedicated client relationships and partnerships that are built on trust. Executive with an entrepreneurial spirit who leads companies to growth and market differentiation with a record of generating new business opportunities and developing lucrative partnerships. Proven track record of implementing the necessary business development strategies to accomplish breakthrough sales objectives while creating unique market-entry strategies, managing business relationships, building credibility, and establishing immediate rapport with potential clients.

Contract Negotiations	**Strategic Planning**	**Market Penetration**
Business Leadership	**Account Management**	**Strategic Alliances**
Cross-Functional Leadership	**Market Expansion**	**Resource Management**

Executive Highlights

-Led sales efforts and cultivated business relationships to drive 30%-40% new client revenue annually, with emphasis on creative marketing strategies and rebranding services.
-Trusted and highly-respected Sales Management leader and Mentor during change management resulting in company growth of $2-million.

Executive Performance

Community Action Program-Belknap-Merrimack County
Director of Elder Services (2018-present)

Scott Farrar at Peterborough (2016-2018)
MARKETING DIRECTOR
Manage Market Sales process of the community to achieve and maintain100% occupancy for the community. Managed internal and external events and trainings. Organized and attended networking opportunities building a strong reputation.

American Red Cross, Massachusetts (2015- 2016)
District Manager
Led a team of 10 Account Managers to achieve second place in the Nation for Blood Collection for 2015 with Operating efficiency of 95%. Recruited to lead sales and drive accelerated growth of Red Cross blood services donor recruitment while managing 10 staff in two offices; increased advisor appointment ratios from 0.9% to 2% and sales conversion ratio from 1.5% to 3% by communicating sales opportunities and coaching advisor on marketing best practices. Researched market penetration and viability, developed strategies and coinciding reports to track results; trends, profitability, and areas of opportunity, then adjusted strategies as needed. Developed and led monthly meetings with COO, CEO and Executive Directors to build One Red Cross brand.

American Red Cross, Massachusetts (2013-2015)

Business Development Manager

Aggressively identified, recruited and developed new and lapsed business development resulting in exceeding annual goal for blood collection for the State of Massachusetts. Achieved110% of goal with operating efficiency of 94% annually. Research targeted accounts and individuals for strategic growth opportunities. Responsible for directing business development for large business, military and educational accounts; acted as the key person for negotiation of issues with Executive levels with high profile accounts. Created, developed and implemented National training for Account Managers with new branding material of One Red Cross. Recruited, hired and training new Business Development Managers for Massachusetts.

Catholic Charities (2006-2012)

Director of Marketing/Social Worker/Admission

Established and maintained strong relationship with critical referral organizations; increase therapy services for higher billable hours. Assisted community non-profit organization Monadnock At Home with startup. Key role of securing new customers and working with key department heads to ensure a smooth transition for residents and families for optimal satisfaction. Train and mentor staff in areas of customer service. Act as the Ethics Officer to ensure all rights are maintained.

North Shore Arc (2012-2009)

Program Director

ORGANIZATIONAL LEADERSHIP

- Valued mentor and leader-provides employees with the autonomy to do their work well while building strong, personal relationships to improve communication as well as advance business development efforts.
- Experiences, results-driven leader who accelerates customer success, delivers implementation results, and champions adoption; record of accomplishments with high client satisfaction and a showcase of successful project delivery.
- Managed top-performing team including 10 staff; optimized organizational operations, staffing and succession plans, hired resources conducted performance reviews, and ensured compliance with company policies.
- Led and monitored complex projects and worked cross-functionally with various internal groups to determine project scope, requirements, and resources; managed RFP's and determined best practices while ensuring project activities aligned with business objectives.

BUSINESS DEVELOPMENT

- Built and nurtured C-Level relationships through many varied engagements, successfully implementing solutions, quickly resolving issues, and closing new business opportunities.
- Evolved selling strategy across a new portfolio of sales opportunities by introducing solutions for Donor Recruitment in the blood industry.
- Developed and maintained strong partnerships with in specific vertical markets with increased growth by 40% monthly
- Maintained 100% of new business monthly goal with an average of 90% operating efficiency

WORKSHOPS, TRAINING, AND SEMINARS

- Created training module for on boarding Red Cross employees with vision of One Red Cross
- Staff Trainer and safety officer; train and retrain staff to maintain a safe work environment reduce injury
- Ethic's officer in Long Term, Assisted Living and Residential program
- Developed client orientated operations manual with detailed staff functions
- Staff Trainer for Self Determination in focused area of Developmental Disability, Elderly and Traumatic Brain Injury
- Staff trainer of Learning Styles with staff – increase connectivity with clients and co-worker

EDUCATION

MASTER OF BUSINESS ADMINISTRATION, 2001
Franklin Pierce University, NH
BACHELOR OF SCIENCE, 1995
Keene State College, NH
ASSOCIATE DEGREE CHEMICAL DEPENDENCY 1995
Keene State College, NH

AFFILIATIONS

Board of Directors Red Cross NH/VT 2017-Present
Red Cross Bio-Med Chair 2017-Present
Chamber of Commerce Peterborough/Jaffrey/Rindge 2016-Present
Peterborough Woman's Club 2017-Present
Eastern Star 2015
Children's Friends, 2014-2016
Monadnock At Home 2011-2013
Board of Directors: New Hampshire Dance Institute 2006-2008
Grand Circle Community Resource Team 2002-2003

Karen Heyes

Education

Franklin High School – 1978 Graduate
Applied Food Service Sanitation – 1980
University of Florida Dietary Managers Course – 1989
ServeSafe® Certified – 2004

Awards Received

Massachusetts Long-Term Care Foundation
New England Food Fair Winner, 1st in State – 1987
New Hampshire Dietary Manager's Achievement – 2000 & 2001

Work Experience

1999-Present Community Action Program Belknap-Merrimack Counties, Inc.
2 Industrial Park Drive, Concord, New Hampshire 03301

Food Service Director
Elder Services Program

Oversees food service operation in Belknap and Merrimack Counties.

1985-1999 Mountain Ridge Center
7 Baldwin Street, Franklin, New Hampshire 03235

Cook/Baker
Hired as a cook/baker for the 10-5 shift in this brand new 86 bed facility. Approximately one year later, I became the full-time day cook and the following year was promoted to the food service supervisor position.

In 1988 I helped plan and organize the dietary department at the new Mountain Crest Retirement Community. During the opening of the Crest, I was responsible for both dietary departments until Mountain Crest was able to function on its own and had hired a full-time cook/supervisor.

1990-1992 Abel's Restaurant, Bristol Square
Bristol, New Hampshire 03222

Cook-Part Time
Had accepted a part-time position as a chef at Abel's for the work experience that I needed to advance in the dietary field. I was the only cook on Sunday-Tuesday nights and also did the ordering for the week. Wendy Rowbothem can be the reference for the job as the business has been sold.

1975-1976 Peabody Nursing Home/Retirement
Peabody Place, Franklin, New Hampshire 03235

Part-time Cook and Diet Aide
Worked part-time as cook and diet aide while attending High School. Upon graduation, advanced to full-time cook. In the latter part of 1978 was promoted to cook/supervisor of the dietary department.

Other Related Experience

Catered many weddings, house parties, Rotary Club suppers, Elks Club function, Chamber of Commerce meetings and Franklin Savings Bank functions. While working at a McKerley-owned facility, I was asked to do the private parties for Forest McKerley at his home, Secure Care functions, open houses for Pleasant View Retirement and Health Care Centers, Mountain Crest and Mountain Ridge. I have also traveled to other previously-owned McKerley facilities to help with awards banquets.

Professional Membership

Served on Franklin Visiting Nurses Board of Directors – 4 Terms
Hill PTO – Treasurer-6 years.
Member of the NH Dietary Managers Association since 1989 – currently elected to President for State Board.
Preceptor for two students while they were taking the University of Florida's Dietary Manager Course. During my membership I have attended the majority of meetings and have had the opportunity to attend national week long seminars.
Served as a Director-at-Large on the National Dietary Manager Association 2000-2002.

Hobbies

My hobbies and interests are gardening, skiing, sewing, cooking, cross stitching, planning and organizing anything!

References

See attached letters.

Wendy Rowbothem
RR 1, Box 3274
Plymouth, New Hampshire 03264 (603) 536-4114

PEGGY MAYLONE

Objective To work in a professional and cooperative environment utilizing both my degree and my experience in various administrative positions

Experience

Community Action Program-Elder Services Concord, NH

Operations Manager *2019*

- The Operations Manager supervises/manages 9 Senior Center Managers as well as the Administrative Billing Coordinator for the Elder Services Department.
- Oversees the Rural Transportation System (RTS), Nutrition and Programing services for 9 Senior Centers.
- Manages the quality assurance and quality improvement for all Senior Center services.
- Oversees the site level implementation of agency/program policies and procedures, outreach plans, and social service activities.
- Areas of responsibility include volunteer services, senior centers, wellness initiatives, transportation and nutrition programs.

Administrative Billing Manager *2008-2019*

- Responsible for billing all funding sources for the Elder Service Department
- Enters client applications and maintains client files for active and inactive participants
- Procures office supplies for 10 area Senior Centers and the Elder Services Department
- Compiles and enters weekly data regarding the meals ordered and consumed by the Senior Centers congregate and Meals On Wheels clients

Manchester Internal Medicine Associates Manchester, NH

Office Administrator *2005-2007*

- Provided a productive and efficient business environment for the physicians, staff, and patients.
- Responsible for all administrative operations including payroll, accounts payable, staff development and review, staff scheduling, and balancing the general ledger
- Drafted and revised a variety of letters and memos to inform the staff of important information or changes regarding the company's policies
- Streamlined administrative and clinical processes which increased the quality of our customer service and patient satisfaction
- Managed the physician's schedule to ensure availability as well as re-scheduling patients during scheduled and unscheduled time off as well as during down times

Manchester Counseling-Elliot Hospital Manchester, NH

Patient Service Representative *2005*

- Worked in all aspects of the administrative department to include check- in/out of patients, answering multi-line phone system, scheduling patients, verifying insurance and obtaining referrals, and chart management
- Primary duty was data entry and billing for 17 providers

Greater Hampstead Family Medicine Hampstead, NH

Clinical Manager *2001-2005*

- Multi-tasked between administrative and clinical duties working within strict time frames
- Cross-trained in all departments of the practice

United States Navy Duty stations as assigned *1993-1997*

Education

Southern Illinois University-Carbondale *2001*

Bachelor of Science in Health Care Management

1465 Hooksett Road, Unit 273, Hooksett, NH 03106
Cell (603) 305-7004
Email: peggyknightly@yahoo.com

Community Action Program Belknap-Merrimack Counties, Inc.

Department of Health and Human Services
Bureau of Elderly and Adult Services

Nutrition and Transportation Services
10/1/2017 – 6/30/2020

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jeanne Agri	Executive Director	$ 132,651	0%	$ 0.00
Kathy Lavigne	Chief Accountant	$ 70,941	.5%	$ 320.00
Steven Gregoire	Budget Analyst	$ 45,825	2%	$ 916.50
Suzanne (Singer) Demers	Director, Elder Services	$ 69,517	70%	$ 48,661.90
Peggy Maylone	Operations Manager	$ 45,000	100%	$ 45,000.00
Karen Heyes	Food Service Director	$ 41,964	100%	$ 41,964.00
Vacant	Administrative Billing Coordinator	$ 36,231	100%	$ 36,231.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301-3587
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 2, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $8,597,592 from $17,667,902 to an amount not to exceed $26,265,494 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, **retroactive** to July 1, 2017 effective upon Governor and Executive Council. The original agreements were approved by Governor and Executive Council on December 21, 2016 (Item # 15) and the contract with Rockingham Nutrition Meals on Wheels was amended on June 7, 2017 (Item #13). 43% General Funds/ 57% Federal Funds.

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757	$1,491,912	$4,557,669
Community Action Partnership of Strafford County	177200	Dover	$69,513	$33,780	$103,293
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629	$91,665	$280,294
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814	$1,151,539	$3,518,353
Greater Wakefield Resource Center	158408	Union	$30,800	$14,992	$45,792
Lamprey Health Care	177677	Newmarket	$118,560	$57,579	$176,139
Newport Senior Center	177250	Newport	$1,272,754	$619,398	$1,892,152
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279	$363,251	$1,109,530

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064	$1,396,238	$4,265,302
Southwestern Community Services	177511	Keene	$117,031	$56,890	$173,921
St Joseph Community Services	155093	Merrimack	$2,999,190	$1,459,761	$4,458,951
Strafford Nutrition MOW	260818	Somersworth	$774,098	$376,787	$1,150,885
The Gibson Center for Senior Services	155344	North Conway	$506,402	$246,440	$752,842
Tri-County Community Action Program	177195	Berlin	$1,403,957	$683,006	$2,086,963
VNA at HCS	177274	Keene, NH	$1,139,054	$554,354	$1,693,408
		Total:	**$17,667,902**	**$8,597,592**	**$26,265,494**

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated in each year of the biennium (State Fiscal Years 2018 and 2019) a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services in HB144. The Department is amending the contracts to increase the per meal and per client per date transportation rates. The purpose of this request is to increase the price limitation and extend the completion date in order for the vendors to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will

prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services.

These contracts were selected through a competitive bid process. Sixteen (16) agreements were originally approved by the Governor and Executive Council, one (1) of which (City of Nashua) will be put before the Governor and Executive Council at a later date.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement includes the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for nine (9) months, leaving an additional one (1) year and three (3) months of renewal.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates paid for Nutrition and Transportation Services, and its inclusion of funding in the current biennium to support these increases will be unfulfilled.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,

Christine L. Santaniello
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,614.60		$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50		$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50		$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20	$12,514.04	$261,743.24
541-500383	Meals - Congregate	2018	$327,189.50	$16,656.92	$343,846.42
544-500386	Meals - Home Delivered	2018	$669,515.00	$34,084.40	$703,599.40
512-500352	Transportation of Clients	2019	$62,307.30	$199,435.94	$261,743.24
541-500383	Meals - Congregate	2019	$81,796.00	$262,050.42	$343,846.42
544-500386	Meals - Home Delivered	2019	$167,381.50	$536,217.90	$703,599.40
		Subtotal	***$2,180,388.10***	***$1,060,959.62***	***$3,241,347.72***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,893.80		$53,893.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$107,787.60	$5,412.12	$113,199.72
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$26,946.90	$86,252.82	$113,199.72
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,845.40		$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00		$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50		$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10	$1,288.77	$26,955.87
541-500383	Meals - Congregate	2018	$93,500.00	$4,760.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$130,795.50	$6,658.68	$137,454.18
512-500352	Transportation of Clients	2019	$6,422.70	$20,533.17	$26,955.87
541-500383	Meals - Congregate	2019	$23,375.00	$74,885.00	$98,260.00
544-500386	Meals - Home Delivered	2019	$32,697.50	$104,756.68	$137,454.18
		Subtotal	***$437,453.70***	***$212,882.30***	***$650,336.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,129.90		$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50		$187,621.50
544-500386	Meals - Home Delivered	2017	$161,073.00		$161,073.00
512-500352	Transportation of Clients	2018	$366,236.10	$18,389.07	$384,625.17
541-500383	Meals - Congregate	2018	$375,243.00	$19,103.28	$394,346.28
544-500386	Meals - Home Delivered	2018	$322,146.00	$16,400.16	$338,546.16
512-500352	Transportation of Clients	2019	$91,553.10	$293,072.07	$384,625.17
541-500383	Meals - Congregate	2019	$93,813.50	$300,532.78	$394,346.28
544-500386	Meals - Home Delivered	2019	$80,536.50	$258,009.66	$338,546.16
		Subtotal	***$1,861,352.60***	***$905,507.02***	***$2,766,859.62***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			
541-500383	Meals - Congregate	2017	$8,800.00		$8,800.00
544-500386	Meals - Home Delivered	2017			
512-500352	Transportation of Clients	2018			
541-500383	Meals - Congregate	2018	$17,600.00	$896.00	$18,496.00
544-500386	Meals - Home Delivered	2018			
512-500352	Transportation of Clients	2019			
541-500383	Meals - Congregate	2019	$4,400.00	$14,096.00	$18,496.00
544-500386	Meals - Home Delivered	2019			
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,872.80		$33,872.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$67,745.60	$3,387.28	$71,132.88
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,941.60	$54,191.28	$71,132.88
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.80		$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00		$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50		$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60	$3,888.92	$81,340.52
541-500383	Meals - Congregate	2018	$160,726.50	$8,182.44	$168,908.94
544-500386	Meals - Home Delivered	2018	$249,909.00	$12,722.64	$262,631.64
512-500352	Transportation of Clients	2019	$19,362.90	$61,977.62	$81,340.52
541-500383	Meals - Congregate	2019	$40,183.00	$128,725.94	$168,908.94
544-500386	Meals - Home Delivered	2019	$62,480.00	$200,151.64	$262,631.64
		Subtotal	***$854,159.30***	***$415,649.20***	***$1,269,808.50***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$62,777.00		$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50		$71,857.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$125,554.00	$6,391.84	$131,945.84
544-500386	Meals - Home Delivered	2018	$143,715.00	$7,316.40	$151,031.40
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$31,388.50	$100,557.34	$131,945.84
544-500386	Meals - Home Delivered	2019	$35,931.50	$115,099.90	$151,031.40
		Subtotal	***$471,223.50***	***$229,365.48***	***$700,588.98***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,844.00		$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00		$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00		$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60	$9,104.25	$190,781.85
541-500383	Meals - Congregate	2018	$247,500.00	$12,600.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$663,674.00	$33,787.04	$697,461.04
512-500352	Transportation of Clients	2019	$45,416.80	$145,365.05	$190,781.85
541-500383	Meals - Congregate	2019	$61,875.00	$198,225.00	$260,100.00
544-500386	Meals - Home Delivered	2019	$165,918.50	$531,542.54	$697,461.04
		Subtotal	***$1,912,492.90***	***$930,623.88***	***$2,843,116.78***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,001.60		$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50		$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00		$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80	$2,499.64	$52,492.44
541-500383	Meals - Congregate	2018	$317,075.00	($116,798.00)	$200,277.00
544-500386	Meals - Home Delivered	2018	$981,794.00	$182,922.24	$1,164,716.24
512-500352	Transportation of Clients	2019	$12,500.80	$39,991.64	$52,492.44
541-500383	Meals - Congregate	2019	$79,271.50	$121,005.50	$200,277.00
544-500386	Meals - Home Delivered	2019	$245,448.50	$919,267.74	$1,164,716.24
		Subtotal	***$2,360,518.70***	***$1,148,888.76***	***$3,509,407.46***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,440.70		$33,440.70
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$66,881.40	$3,358.18	$70,239.58
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,708.50	$53,531.08	$70,239.58
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,860.60		$19,860.60
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$39,721.20	$1,994.44	$41,715.64
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$9,930.30	$31,785.34	$41,715.64
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$27,973.00		$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50		$129,233.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$55,940.50	$2,847.88	$58,788.38
544-500386	Meals - Home Delivered	2018	$258,467.00	$13,158.32	$271,625.32
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$13,986.50	$44,801.88	$58,788.38
544-500386	Meals - Home Delivered	2019	$64,619.50	$207,005.82	$271,625.32
		Subtotal	***$550,220.00***	***$267,813.90***	***$818,033.90***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00		$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00		$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00		$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00	$10,249.00	$215,229.00
541-500383	Meals - Congregate	2018	$155,732.50	$7,928.20	$163,660.70
544-500386	Meals - Home Delivered	2018	$305,140.00	$15,534.40	$320,674.40
512-500352	Transportation of Clients	2019	$51,245.00	$163,984.00	$215,229.00
541-500383	Meals - Congregate	2019	$38,934.50	$124,726.20	$163,660.70
544-500386	Meals - Home Delivered	2019	$76,285.00	$244,389.40	$320,674.40
		Subtotal	***$1,165,246.00***	***$566,811.20***	***$1,732,057.20***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.10		$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50		$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00		$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50	$2,909.55	$60,856.05
541-500383	Meals - Congregate	2018	$146,547.50	$7,460.60	$154,008.10
544-500386	Meals - Home Delivered	2018	$237,484.50	$12,090.12	$249,574.62
512-500352	Transportation of Clients	2019	$14,480.70	$46,375.35	$60,856.05
541-500383	Meals - Congregate	2019	$36,635.50	$117,372.60	$154,008.10
544-500386	Meals - Home Delivered	2019	$59,372.50	$190,202.12	$249,574.62
		Subtotal	***$773,473.80***	***$376,410.34***	***$1,149,884.14***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
		Subtotal	***$13,091,059.60***	***$6,369,816.24***	***$19,460,875.84***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50		$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00	$25,756.08	$531,679.08
544-500386	Meals Home Delivered	2019	$126,483.50	$405,195.58	$531,679.08
		Subtotal	***$885,368.00***	***$430,951.66***	***$1,316,319.66***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00		$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50	$2,005.64	$41,402.14
544-500386	Meals Home Delivered	2019	$9,850.50	$31,551.64	$41,402.14
		Subtotal	***$68,948.00***	***$33,557.28***	***$102,505.28***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00		$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50	$14,704.20	$303,536.70
544-500386	Meals Home Delivered	2019	$72,209.50	$231,327.20	$303,536.70
		Subtotal	***$505,461.00***	***$246,031.40***	***$751,492.40***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50		$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00	$12,177.20	$251,372.20
544-500386	Meals Home Delivered	2019	$59,801.50	$191,570.70	$251,372.20
		Subtotal	***$418,594.00***	***$203,747.90***	***$622,341.90***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50		$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50	$8,001.56	$165,175.06
544-500386	Meals Home Delivered	2019	$39,292.00	$125,883.06	$165,175.06
		Subtotal	***$275,055.00***	***$133,884.62***	***$408,939.62***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00		$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00	$27,827.52	$574,439.52
544-500386	Meals Home Delivered	2019	$136,653.00	$437,786.52	$574,439.52
		Subtotal	***$956,571.00***	***$465,614.04***	***$1,422,185.04***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00		$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50	$18,579.40	$383,531.90
544-500386	Meals Home Delivered	2019	$91,239.50	$292,292.40	$383,531.90
		Subtotal	***$638,671.00***	***$310,871.80***	***$949,542.80***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00		$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00	$6,512.80	$134,442.80
544-500386	Meals Home Delivered	2019	$31,982.50	$102,460.30	$134,442.80
		Subtotal	***$223,877.50***	***$108,973.10***	***$332,850.60***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50		$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50	$6,944.28	$143,349.78
544-500386	Meals Home Delivered	2019	$34,100.00	$109,249.78	$143,349.78
		Subtotal	***$238,711.00***	***$116,194.06***	***$354,905.06***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50		$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00	$10,634.96	$219,535.96
544-500386	Meals Home Delivered	2019	$52,228.00	$167,307.96	$219,535.96
		Subtotal	***$365,579.50***	***$177,942.92***	***$543,522.42***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Subtotal	***$4,576,836.00***	***$2,227,768.78***	***$6,804,604.78***

Summary by Vendor by Year

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,931.10	$0.00	$875,931.10
		2018	$1,751,856.70	$89,011.44	$1,840,868.14
		2019	$437,968.30	$1,402,899.84	$1,840,868.14
		Subtotal	***$3,065,756.10***	***$1,491,911.28***	***$4,557,667.38***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,893.80	$0.00	$53,893.80
		2018	$107,787.60	$5,412.12	$113,199.72
		2019	$26,946.90	$86,252.82	$113,199.72
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,696.90	$0.00	$144,696.90
		2018	$289,359.10	$14,713.09	$304,072.19
		2019	$72,345.70	$231,726.49	$304,072.19
		Subtotal	***$506,401.70***	***$246,439.58***	***$752,841.28***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,243.40	$0.00	$676,243.40
		2018	$1,352,457.60	$68,596.71	$1,421,054.31
		2019	$338,112.60	$1,082,941.71	$1,421,054.31
		Subtotal	***$2,366,813.60***	***$1,151,538.42***	***$3,518,352.02***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$17,600.00	$896.00	$18,496.00
		2019	$4,400.00	$14,096.00	$18,496.00
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,872.80	$0.00	$33,872.80
		2018	$67,745.60	$3,387.28	$71,132.88
		2019	$16,941.60	$54,191.28	$71,132.88
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,643.80		$363,643.80
		2018	$727,282.10	$36,971.20	$764,253.30
		2019	$181,827.40	$582,425.90	$764,253.30
		Subtotal	***$1,272,753.30***	***$619,397.10***	***$1,892,150.40***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,224.00	$0.00	$213,224.00
		2018	$426,442.50	$21,709.80	$448,152.30
		2019	$106,612.00	$341,540.30	$448,152.30
		Subtotal	***$746,278.50***	***$363,250.10***	***$1,109,528.60***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,737.00	$0.00	$819,737.00
		2018	$1,639,463.60	$83,318.81	$1,722,782.41
		2019	$409,863.30	$1,312,919.11	$1,722,782.41
		Subtotal	***$2,869,063.90***	***$1,396,237.92***	***$4,265,301.82***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$856,915.10	$0.00	$856,915.10
		2018	$1,713,814.30	$87,203.28	$1,801,017.58
		2019	$428,460.30	$1,372,557.28	$1,801,017.58
		Subtotal	***$2,999,189.70***	***$1,459,760.56***	***$4,458,950.26***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,440.70	$0.00	$33,440.70
		2018	$66,881.40	$3,358.18	$70,239.58
		2019	$16,708.50	$53,531.08	$70,239.58
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,860.60	$0.00	$19,860.60
		2018	$39,721.20	$1,994.44	$41,715.64
		2019	$9,930.30	$31,785.34	$41,715.64
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,171.50	$0.00	$221,171.50
		2018	$442,337.50	$22,519.00	$464,856.50
		2019	$110,588.50	$354,268.00	$464,856.50
		Subtotal	***$774,097.50***	***$376,787.00***	***$1,150,884.50***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,134.50	$0.00	$401,134.50
		2018	$802,258.00	$40,655.88	$842,913.88
		2019	$200,564.50	$642,349.38	$842,913.88
		Subtotal	***$1,403,957.00***	***$683,005.26***	***$2,086,962.26***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,457.10	$0.00	$325,457.10
		2018	$650,879.50	$33,095.23	$683,974.73
		2019	$162,716.70	$521,258.03	$683,974.73
		Subtotal	***$1,139,053.30***	***$554,353.26***	***$1,693,406.56***

Summary for All Vendors by Year

		SFY	Current Budget	(Decrease)	Modified Budget
		2017	$5,048,022.30	$0.00	$5,048,022.30
		2018	$10,095,886.70	$512,842.46	$10,608,729.16
		2019	$2,523,986.60	$8,084,742.56	$10,608,729.16
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
7872-541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
7872-512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
7872-541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
7872-512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
7872-541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
9255-544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
9255-544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
9255-544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

7872-512-500352	Transportation of Clients	all	$2,616,837.60	$1,271,490.62	$3,888,328.22
7872-541-500383	Meals - Congregate	all	$3,539,585.50	$1,457,007.82	$4,996,593.32
7872-544-500386	Meals - Home Delivered	all	$6,934,636.50	$3,641,317.80	$10,575,954.30
9255-544-500386	Meals Home Delivered	all	$4,576,836.00	$2,227,768.78	$6,804,604.78
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Grand Total SFY17	2017	**$5,048,022.30**	**$0.00**	**$5,048,022.30**
Grand Total SFY18	2018	**$10,095,886.70**	**$512,842.46**	**$10,608,729.16**
Grand Total SFY19	2019	**$2,523,986.60**	**$8,084,742.56**	**$10,608,729.16**
Total Contract		**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated this 2nd day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 2 Industrial Park Drive, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service rates, extend the completion date, and increase the price limitation;

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

1. Amend General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. Amend General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $1,491,912 from $3,065,757 to read $4,557,669.
3. Amend General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Delete Exhibit B-1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #1, Rate Sheet.
6. Add Attachment A – Amendment #1, Attestation.

A-2 10/31/17

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

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

State of New Hampshire
Department of Health and Human Services

11/14/17
Date

Christine L. Santaniello
Director

Community Action Program Belknap-Merrimack Counties, Inc.

10/31/2017
Date

Name: Ralph Littlefield
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 10/31/2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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

My Commission Expires: KATHY L. HOWARD Notary Public, New Hampshire
My Commission Expires October 16, 2018

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

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Rate Sheet - Amendment #1

1/1/2017 through 06/30/2017 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	45,993	$5.50	$ 252,961.50
Title IIIC HD Meals	Per Meal	60,865	$5.50	$ 334,757.50
Title IIIC Cong Meals	Per Meal	29,745	$5.50	$ 163,597.50
Title IIIB Transportation	PerClient/PerDay	5,258	$23.70	$ 124,614.60
			Subtotal	*$ 875,931.10*

7/1/2017 through 06/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	91,986	$5.78	$ 531,679.08
Title IIIC HD Meals	Per Meal	121,730	$5.78	$ 703,599.40
Title IIIC Cong Meals	Per Meal	59,489	$5.78	$ 343,846.42
Title IIIB Transportation	PerClient/PerDay	10,516	$24.89	$ 261,743.24
			Subtotal	*$ 1,840,868.14*

7/1/2018 through 6/30/2019 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	91,986	$5.78	$ 531,679.08
Title IIIC HD Meals	Per Meal	121,730	$5.78	$ 703,599.40
Title IIIC Cong Meals	Per Meal	59,489	$5.78	$ 343,846.42
Title IIIB Transportation	PerClient/PerDay	10,516	$24.89	$ 261,743.24
			Subtotal	*$ 1,840,868.14*
			Total	$ 4,557,667.38

Contractor Initials: RA

Date: 10/31/17

Attachment A – Amendment #1

ATTESTATION

For Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit (per diem or per meal) rates or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the agency named below, I certify that the agency named below will use the increase in funding exclusively to increase service unit rates for the administration of the services listed on Exhibit B-1 - Amendment #1, Rate Sheet and that the state may request an audit of our records to confirm the same.

Ralph Littlefield, Executive Director
Community Action Program Belknap-Merrimack Counties, Inc.

Name, Title, and Agency Name

Signature

10/31/2017

Date

15 mac

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
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November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed $17,667,902 effective January 1, 2017, or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814
Greater Wakefield Resource Center	TBD	Union	$30,800
Lamprey Health Care	177677	Newmarket	$118,560
Newport Senior Center	177250	Newport	$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064
St Joseph Community Services	155093	Merrimack	$2,999,190
Strafford Nutrition MOW	260818	Somersworth	$774,098
Southwestern Community Services	TBD	Keene	$117,031
The Gibson Center for Senior Services	155344	North Conway	$506,402
Tri-County Community Action Program	TBD	Berlin	$1,403,957
VNA at HCS	177274	Keene, NH	$1,139,054
		Total:	$17,667,902

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. . Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

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

Nutrition and Transportation Services
RFA Name

RFA-2017-BEAS-06-NUTRI
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. CAP Belknap-Merrimack Counties, Inc.		150	150
2. CAP Strafford County		150	105
3. Easter Seals NH		150	142
4. Grafton County Senior Citizens Council, Inc.		150	150
5. Greater Wakefield Resource Center		150	105
6. Lamprey Health Care		150	150
7. Nashua Transit System		150	135
8. Newport Senior Center, Inc.		150	130
9. Ossipee Concerned Citizens, Inc.		150	125
10. Rockingham Nutrition Meals on Wheels		150	150
11. St. Joseph Community Services, Inc.		150	145

Reviewer Names

1. Tracey Tarr, Administrator II, Elderly & Adult Srvcs, DHHS
2. Jean Crouch, Supervisor VII, DEAS
3. Wendy Aultman, Administrator I DEAS
4.
5.
6.
7.
8.
9.

12.	Strafford Nutrition Meals on Wheels	150	135
13.	The Gibson Center for Senior Services, Inc	150	150
14.	Tri County CAP, Inc.	150	150
15.	VNA at HCS	150	130
16.	Southwestern Community Services	150	120
17.	0	150	0
18.	0	150	0
19.	0	150	0
20.	0	150	0

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$124,614.60
541-500383	Meals - Congregate	2017	$163,697.50
544-500386	Meals - Home Delivered	2017	$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20
541-500383	Meals - Congregate	2018	$327,189.50
544-500386	Meals - Home Delivered	2018	$669,515.00
512-500352	Transportation of Clients	2019	$82,307.30
541-500383	Meals - Congregate	2019	$81,798.00
544-500386	Meals - Home Delivered	2019	$197,381.50
		Subtotal	$2,180,388.10

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$53,893.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$107,787.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$12,845.40
541-500383	Meals - Congregate	2017	$49,750.00
544-500386	Meals - Home Delivered	2017	$66,400.00
512-500352	Transportation of Clients	2018	$25,667.10
541-500383	Meals - Congregate	2018	$83,500.00
544-500386	Meals - Home Delivered	2018	$130,796.50
512-500352	Transportation of Clients	2019	$5,422.70
541-500383	Meals - Congregate	2019	$21,315.00
544-500386	Meals - Home Delivered	2019	$37,657.00
		Subtotal	$437,453.70

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	[illegible]
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	[illegible]
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$1,861,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$0.00
541-500383	Meals - Congregate	2017	$8,800.00
544-500386	Meals - Home Delivered	2017	$0.00
512-500352	Transportation of Clients	2018	$0.00
541-500383	Meals - Congregate	2018	$17,600.00
544-500386	Meals - Home Delivered	2018	$0.00
512-500352	Transportation of Clients	2019	$0.00
541-500383	Meals - Congregate	2019	$4,400.00
544-500386	Meals - Home Delivered	2019	$0.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$33,872.80
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	$67,745.60
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	[illegible]
512-500352	Transportation of Clients	2019	$16,941.60
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	[illegible]
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	$249,909.00
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$854,159.30

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	[illegible]
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	$71,857.50
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	$125,554.00
544-500386	Meals - Home Delivered	2018	$143,715.00
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	$31,388.50
544-500386	Meals - Home Delivered	2019	$35,931.50
		Subtotal	$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60
541-500383	Meals - Congregate	2018	$247,500.00
544-500386	Meals - Home Delivered	2018	$663,674.00
512-500352	Transportation of Clients	2019	$45,416.80
541-500383	Meals - Congregate	2019	$61,875.00
544-500386	Meals - Home Delivered	2019	$165,918.50
		Subtotal	$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80
541-500383	Meals - Congregate	2018	$317,075.00
544-500386	Meals - Home Delivered	2018	$981,794.00
512-500352	Transportation of Clients	2019	$12,500.80
541-500383	Meals - Congregate	2019	$79,225.50
544-500386	Meals - Home Delivered	2019	$245,318.50
		Subtotal	$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$33,440.70
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$66,881.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,708.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$19,860.60
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$55,940.50
544-500386	Meals - Home Delivered	2018	$258,467.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$13,966.50
544-500386	Meals - Home Delivered	2019	$64,619.50
		Subtotal	$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$102,490.00
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	$204,980.00
541-500383	Meals - Congregate	2018	$55,732.50
544-500386	Meals - Home Delivered	2018	[illegible]
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$1,165,246.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$29,985.10
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	$57,946.50
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	$237,484.50
512-500352	Transportation of Clients	2019	$14,480.70
541-500383	Meals - Congregate	2019	$36,835.50
544-500386	Meals - Home Delivered	2019	$59,372.50
		Subtotal	$773,473.80

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70
541-500383	Meals - Congregate	2018	$2,022,606.50
544-500386	Meals - Home Delivered	2018	$3,962,640.00
512-500352	Transportation of Clients	2019	$373,816.60

541-500383	Meals - Congregate	2019	$505,659.00
544-500386	Meals - Home Delivered	2019	$990,671.00
		Subtotal	$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00
544-500386	Meals Home Delivered	2019	$126,483.50
		Subtotal	$885,368.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00
544-500386	Meals Home Delivered	2018	$39,896.50
544-500386	Meals Home Delivered	2019	$9,860.50
		Subtotal	$68,948.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50
544-500386	Meals Home Delivered	2019	$72,209.50
		Subtotal	$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00
544-500386	Meals Home Delivered	2019	$59,801.50
		Subtotal	$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50
544-500386	Meals Home Delivered	2019	$39,292.00
		Subtotal	$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00
544-500386	Meals Home Delivered	2019	$136,653.00
		Subtotal	$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00
544-500386	Meals Home Delivered	2018	$364,982.50
544-500386	Meals Home Delivered	2019	$91,239.50
		Subtotal	$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00
544-500386	Meals Home Delivered	2019	$31,982.50
		Subtotal	$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50
544-500386	Meals Home Delivered	2019	$34,100.00
		Subtotal	$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00
544-500386	Meals Home Delivered	2019	$52,228.00
		Subtotal	$365,579.50

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,323.00
544-500386	Meals Home Delivered	2019	$653,840.00
		Subtotal	$4,576,836.00

Summary by Vendor by Year

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

		State Fiscal Year	Current Modified Budget
		2017	$875,931.10
		2018	$1,751,856.70
		2019	$437,968.30
		Subtotal	$3,065,756.10

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

		State Fiscal Year	Current Modified Budget
		2017	$53,893.80
		2018	$107,787.60
		2019	$26,946.90
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget
		2017	$144,696.90
		2018	$289,359.10
		2019	$72,345.70
		Subtotal	$506,401.70

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

		State Fiscal Year	Current Modified Budget
		2017	$676,243.40
		2018	$1,352,457.60
		2019	$338,112.60
		Subtotal	$2,366,813.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		State Fiscal Year	Current Modified Budget
		2017	$8,800.00
		2018	$17,600.00
		2019	$4,400.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget
		2017	$33,872.80
		2018	$67,745.60
		2019	$16,941.60
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget
		2017	$363,643.80
		2018	$727,282.10
		2019	$181,827.40
		Subtotal	$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget
		2017	$213,224.00
		2018	$426,442.50
		2019	$106,612.00
		Subtotal	$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget
		2017	$819,737.00
		2018	$1,639,463.60
		2019	$409,863.30
		Subtotal	$2,869,063.90

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget
		2017	$856,915.10
		2018	$1,713,814.30
		2019	$428,460.30
		Subtotal	$2,999,189.70

Southwestern Community Services (Vendor #177511)

		State Fiscal Year	Current Modified Budget
		2017	$33,440.70
		2018	$66,881.40
		2019	$16,708.50
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget
		2017	$19,860.60
		2018	$39,721.20
		2019	$9,930.30
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget

		2017	$221,171.50
		2018	$442,337.50
		2019	$110,588.50
		Subtotal	$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	$401,134.50
		2018	$802,258.00
		2019	$200,564.50
		Subtotal	$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	$325,457.10
		2018	$650,879.50
		2019	$162,716.70
		Subtotal	$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	$5,048,022.30
		2018	$10,095,886.70
		2019	$2,523,986.60
		Subtotal	$17,667,895.60

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-02)

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive PO Box 1016 Concord, NH 03302-1016	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 05-095-48-481010-92550000 05-95-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $3,065,757
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 Ralph Littlefield, Executive Director	

1.13 Acknowledgement: State of New Hampshire County of Merrimack

On November 28, 2016, 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] Kathy L Howard

KATHY L. HOWARD Notary Public, New Hampshire
My Commission Expires October 16, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

Kathy L. Howard, Notary Public

1.14 State Agency Signature Maureen Ryan Date: 11/29/16	1.15 Name and Title of State Agency Signatory Maureen Ryan, Director

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: 11/30/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

R-e 11/28/16

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

Contractor Initials _____
Date 11/29/16

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 $1,000,000per 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.

Contractor Initials RP
Date 11/25/16

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.

Contractor Initials [signature]
Date 11/28/16

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. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the services areas listed in Exhibit A-1.

1.4. The Contractor agrees that services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).

1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.



1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.

2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:

2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.

2.1.3.2. Provide transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).

2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order

2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:

2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.

2.1.4.2. Provide transportation services based on a fixed route schedule defined by the Contractor.

2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.

2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3. Administration of Services

3.1. Access to Services

3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.

3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:

3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.

3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.

3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during

the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.

3.3.4. The Contractor shall re-determine client eligibility for services in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.

3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

3.4. Client Assessments and Service Plans

3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health, or developmental issues or criminal histories.

3.5. Person Centered Provision of Services

3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:

3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.

3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.

3.5.1.4. Individuals receive the information he/she needs to make informed decisions.

3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.

3.5.1.7. Individuals' rights are affirmed and protected.

3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.

3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

3.6.1.4. Agrees not to bill or invoice clients and/or their families.

3.6.1.5. Agrees that all donations support the program for which donations were given.

3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.

3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.

3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

3.6.2.4. Agrees that all fees support the program for which donations were given.

3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.

3.7. Adult Protection Services

3.7.1. The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.

3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

3.7.4. The Contractor agrees that the payment received from 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 such as in Section 1.3.4, from the individual for those services.

3.8. Referring Clients to Other Services

3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.

3.9. Client Wait Lists

3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

3.9.3. The Contractor shall include at a minimum the following information on its wait list:

3.9.3.1. The individual's full name and date of birth.

3.9.3.2. The name of the service being requested.

3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

3.9.3.5. 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.

3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.

3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

3.9.4.2. Declining mental or physical health of the caregiver.

3.9.4.3. Declining mental or physical health of the individual.

3.9.4.4. Individual has no respite services while living with a caregiver.

3.9.4.5. Length of time on the wait list.

3.9.4.6. 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.

3.9.4.7. 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.

3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

3.10. Criminal Background Check and BEAS State Registry Checks

3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving



services, before the staff member or volunteer begins providing services.

3.10.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

3.11. Grievance and Appeals

3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client.

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent

disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.



4. Staffing

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

4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.

4.1.2. 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.

4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:

4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.

4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.

4.1.5.3. A description of time frames necessary for obtaining staff replacements.

4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.

5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

5.1.1.1. The number of clients served by town and in the aggregate;

5.1.1.2. Total amount of donations collected.

5.1.1.3. Expenses by program service provided.

5.1.1.4. Revenue, by program service provided, by funding source.

5.1.1.5. Total amount of donation and/or fees collected from all individuals.

5.1.1.6. Actual Units served, by program service provided, by funding source.

5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.

5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.

5.1.1.9. Unmet need/waiting list.

5.1.1.10. Lengths of time clients are on a waiting list.

5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.

5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:

5.1.3.1. For home-delivered meals:

5.1.3.1.1. The number of meals served by client and by town.

5.1.3.1.2. The number of meals served in the aggregate; and

5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.

5.1.3.2. For transportation:

5.1.3.2.1. The number of clients served by town and in the aggregate;

5.1.3.2.2. The number of miles in the aggregate;

5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.

6. Performance Measures

6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:

6.1.1. All clients served meet eligibility requirements;

6.1.2. The contractor identified, located and served the people who need and could benefit from services.

6.1.3. The contractor determined and redetermined accurate and timely eligibility

6.1.4. Clients receive services in accordance with their needs.

6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

6.2.1.1. Data

6.2.1.2. Financial records

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

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

6.2.1.5. Scheduled phone access to Contractor principals and staff

6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.

GEOGRAPHIC AREA SERVED

Name of Service	County/Counties	Towns/Cities where Services will be offered
Home Delivered Meals - Title III	Belknap Merrimack	All All
Home Delivered Meals - Title XX	Belknap Merrimack	All All
Congregate Meals - Title III	Belknap Merrimack	All All
Transportation Program	Belknap Merrimack	All All



Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the:

   - Catalog of Federal Domestic Assistance #93.044, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB
   - Catalog of Federal Domestic Assistance #93.045, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1
   - Catalog of Federal Domestic Assistance #93.045 and, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2
   - Catalog of Federal Domestic Assistance #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX

3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.

4. Payment shall be made as follows:

   4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.

   4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.

   4.3. Invoices shall be submitted to:

   Bureau of Elderly and Adult Services Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.

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 the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	60,865	$5.50	$ 334,757.50
Title IIIC Cong Meals	Per Meal	29,745	$5.50	$ 163,597.50
Title XX HD Meals	Per Meal	45,993	$5.50	$ 252,961.50
Title IIIB Transportation	PerClient/PerDay	5,258	$23.70	$ 124,614.60

7/1/2017 through 06/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	121,730	$5.50	$ 669,515.00
Title IIIC Cong Meals	Per Meal	59,489	$5.50	$ 327,189.50
Title XX HD Meals	Per Meal	91,986	$5.50	$ 505,923.00
Title IIIB Transportation	PerClient/PerDay	10,516	$23.70	$ 249,229.20

7/1/2018 through 09/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	30,433	$5.50	$ 167,381.50
Title IIIC Cong Meals	Per Meal	14,872	$5.50	$ 81,796.00
Title XX HD Meals	Per Meal	22,997	$5.50	$ 126,483.50
Title IIIB Transportation	PerClient/PerDay	2,629	$23.70	$ 62,307.30

Contractor Initials: RG

Date: 11/28/16

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.

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 Division 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)

2 Industrial Park Drive, Concord, Merrimack County, New Hampshire 03301

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

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

11/28/2016
Date

Name: Ralph Littlefield
Title: Executive Director

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-I.)

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

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

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

11/28/2016
Date

Name: Ralph Littlefield
Title: Executive Director

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:
Community Action Program Belknap-Merrimack Counties, Inc.

11/28/2016
Date

Name: Ralph Littlefield
Title: Executive Director

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.

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

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

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

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

11/28/2016
Date

Name: Ralph Littlefield
Title: Executive Director

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:
Community Action Program Belknap-Merrimack Counties, Inc.

11/28/2016
Date

Name: Ralph Littlefield
Title: Executive Director

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

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.

	Community Action Program Belknap-Merrimack Counties, Inc.
The State	Name of the Contractor
Maureen Ryan	
Signature of Authorized Representative	Signature of Authorized Representative
Maureen Ryan	Ralph Littlefield
Name of Authorized Representative	Name of Authorized Representative
Director, OHS	Executive Director
Title of Authorized Representative	Title of Authorized Representative
11/29/16	11/28/2018
Date	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:
Community Action Program Belknap-Merrimack Counties, Inc.

11/28/2016
Date

Name: Ralph Littlefield
Title: Executive Director

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: 07-399-7504

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Nutrition and Transportation Contract

This 2nd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated this 26th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Partnership of Strafford County (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 642 Central Avenue, Dover, NH, 03821.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), as amended on December 20, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $145,008.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan White, Director of Contracts and Procurement.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit B-1 Amendment #1. Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #2, Rate Sheet.

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

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

State of New Hampshire
Department of Health and Human Services

1/28/19
Date

Name: Christine Santaniello
Title: Director, DLTSS

Community Action Partnership of Strafford County

1/22/19
Date

Name: Betsey Andrews Parker
Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Strafford on 1/22/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Kathleen E. Morrison
Signature of Notary Public or Justice of the Peace

Kathleen E. Morrison, Notary
Name and Title of Notary or Justice of the Peace



My Commission Expires: August 5th 2020

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

OFFICE OF THE ATTORNEY GENERAL

1/31/19
Date

Name: Megan A-
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Rate Sheet
Amendment #2

Nutrition and Transportation				
1/1/2017 through 06/30/2017 Service Units				
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service**	**Total Amount of Funding being Requested for each Service**
Title IIIB Transportation	PerClient/PerDay	838	$23.70	$ 19,860.60
			Subtotal	***$ 19,860.60***
7/1/2017 through 06/30/2018 Service Units				
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service**	**Total Amount of Funding being Requested for each Service**
Title IIIB Transportation	PerClient/PerDay	1,676	$24.89	$ 41,715.64
			Subtotal	***$ 41,715.64***
7/1/2018 through 06/30/2019 Service Units				
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service 7/1/18-12/31/18**	**Total Amount of Funding being Requested for each Service**
Title IIIB Transportation	PerClient/PerDay	1,676	$24.89	$ 41,715.64
			Subtotal	***$ 41,715.64***
7/1/2019 through 06/30/2020 Service Units				
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service**	**Total Amount of Funding being Requested for each Service**
Title IIIB Transportation	PerClient/PerDay	1,676	$24.89	$ 41,715.64
			Subtotal	***$ 41,715.64***
			Total	**$ 145,007.52**

Contractor Initials: GAP
Date: 1/22/19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 25, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65583

Certificate Number : 0004077629

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2018.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of _Community Action Partnership of Strafford County.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on October 17, 2018.
(Date)

RESOLVED: That the _Betsey Andrews Parker, Chief Executive Officer_____
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 22nd day of January, 2019.
(Date Contract Signed)

4. __Betsey Andrews Parker___ is the duly elected _Chief Executive Officer_____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jean Miccolo
(Signature of the Elected Officer)
Jean Miccolo

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 22nd day of January, 2019.

By ___Jean Miccolo_____.
(Name of Elected Officer of the Agency)

Kathleen E. Morrison
(Notary Public)
Kathleen E. Morrison

(NOTARY SEAL)
Commission Expires: August 5, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/22/2019

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

PRODUCER	CONTACT NAME: Teri Davis	
CGI Business Insurance 171 Londonderry Turnpike Hooksett NH 03106	PHONE (A/C, No, Ext): (866) 841-4600	FAX (A/C, No): (603) 622-4618
	E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover Insurance Company	22292
INSURED Community Action Partnership of Strafford County DBA: Strafford CAP PO Box 160 Dover NH 03821-1060	INSURER B: Eastern Alliance Insurance Group	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18/19 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZHVA192135	12/31/2018	12/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ Included $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AWVA156930	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ NIL			UHVA192136	12/31/2018	12/31/2019	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01-0000133794-00	12/31/2018	12/31/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Business Property			ZHVA192135	12/31/2018	12/31/2019	Blanket Limit	$900,150

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

Workers Comp: 3A State: NH

CERTIFICATE HOLDER

State of NH Contracts and Procurement Unit NH Dept of HHS
129 Pleasant St, Brown Bldg
Concord NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MISSION

To educate, advocate and assist people in Strafford County to help meet their basic needs and promote self-sufficiency

community Action PARTNERSHIP of Strafford County

VISION

Working to eliminate poverty in Strafford County

Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

FOR THE YEARS ENDED
DECEMBER 31, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORTS

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

DECEMBER 31, 2017 AND 2016

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Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2017 and 2016, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended December 31, 2017.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Partnership of Strafford County as of December 31, 2017 and 2016, and its cash flows for the years then ended, and the changes in its net assets for the year ended December 31, 2017 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Action Partnership of Strafford County's 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated August 15, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 21, 2018, on our consideration of Community Action Partnership of Strafford County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Partnership of Strafford County's internal control over financial reporting and compliance.

Leone, McDonnell & Roberts
Professional Association

June 21, 2018
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2017 AND 2016

ASSETS

	2017	2016
CURRENT ASSETS		
Cash and cash equivalents	$ 361,179	$ 517,916
Accounts receivable	1,094,461	1,191,955
Contributions receivable	115,800	-
Tax credits receivable	172,000	8,000
Inventory	11,532	8,724
Prepaid expenses	9,609	19,677
Total current assets	1,764,581	1,746,272
NONCURRENT ASSETS		
Security deposits	5,350	24,140
Property, net of accumulated depreciation	1,195,445	927,051
Other noncurrent assets	12,500	12,500
Total noncurrent assets	1,213,295	963,691
TOTAL ASSETS	$ 2,977,876	$ 2,709,963

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Demand note payable	$ 105,377	$ 72,673
Accounts payable	217,582	363,064
Accrued payroll and related taxes	137,448	141,753
Accrued compensated absences	100,965	79,490
Refundable advances	391,376	438,285
Other current liabilities	20,789	-
Total liabilities	973,537	1,095,265
NET ASSETS		
Unrestricted		
Undesignated	1,260,844	1,204,103
Board designated	307,315	307,315
Total unrestricted	1,568,159	1,511,418
Temporarily restricted	436,180	103,280
Total net assets	2,004,339	1,614,698
TOTAL LIABILITIES AND NET ASSETS	$ 2,977,876	$ 2,709,963

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Unrestricted	Temporarily Restricted	2017 Total	2016 Total
CHANGE IN NET ASSETS				
REVENUES AND OTHER SUPPORT				
Grant revenue	$ 7,454,864	$ -	$ 7,454,864	$ 7,531,691
Fees for service	333,487	-	333,487	258,396
Rent revenue	19,472	-	19,472	11,718
Public support	147,071	342,260	489,331	216,229
In-kind donations	735,069	-	735,069	577,850
Interest	127	-	127	1,312
Fundraising	87,215	-	87,215	64,282
Other revenue	(2,106)	-	(2,106)	3,091
Total revenues and support	8,775,199	342,260	9,117,459	8,664,569
NET ASSETS RELEASED FROM RESTRICTIONS	9,360	(9,360)	-	-
Total revenues, support, and net assets released from restrictions	8,784,559	332,900	9,117,459	8,664,569
EXPENSES				
Program services				
Child services	3,973,078	-	3,973,078	3,812,180
Community services	780,471	-	780,471	606,156
Energy assistance	2,154,833	-	2,154,833	2,135,921
Housing	409,543	-	409,543	374,836
Weatherization	391,107	-	391,107	247,856
Workforce development	150,178	-	150,178	178,651
Total program services	7,859,210	-	7,859,210	7,355,600
Supporting activities				
Management and general	790,496	-	790,496	732,223
Fundraising	78,112	-	78,112	64,919
Total expenses	8,727,818	-	8,727,818	8,152,742
CHANGE IN NET ASSETS	56,741	332,900	389,641	511,827
NET ASSETS, BEGINNING OF YEAR	1,511,418	103,280	1,614,698	1,102,871
NET ASSETS, END OF YEAR	$ 1,568,159	$ 436,180	$ 2,004,339	$ 1,614,698

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 389,641	$ 511,827
Adjustment to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	84,399	53,517
(Increase) decrease in assets:		
Accounts receivable	97,494	(477,626)
Contributions receivable	(115,800)	-
Tax credits receivable	(164,000)	(8,000)
Inventory	(2,808)	-
Prepaid expenses	10,068	(18,377)
Security deposits	18,790	527
Increase (decrease) in liabilities:		
Accounts payable	(145,482)	280,139
Accrued payroll and related taxes	(4,305)	20,739
Accrued compensated absences	21,475	(2,388)
Refundable advances	(46,909)	(29,071)
Other current liabilities	20,789	(24,399)
NET CASH PROVIDED BY OPERATING ACTIVITIES	163,352	306,888
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(352,793)	(502,144)
NET CASH USED IN INVESTING ACTIVITIES	(352,793)	(502,144)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net borrowings (repayments) on demand note payable	32,704	(728)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	32,704	(728)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(156,737)	(195,984)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	517,916	713,900
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 361,179	$ 517,916
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 6,251	$ 3,322

See Notes to Financial Statements

Workforce Development	Total Program Services	Intermediate (Allocation) Pools	Management and General	Fundraising	2017 Total	2016 Total
76,824	$ 2,657,789	$ 113,337	$ 515,173	$ 27,803	$ 3,314,102	$ 3,229,192
6,367	215,036	8,260	40,468	2,096	265,860	288,778
11,453	273,790	12,164	31,427	2,865	320,246	286,949
14,291	2,317,502	-	-	-	2,317,502	2,114,286
-	723,466	-	-	11,603	735,069	577,850
971	386,464	16,167	53,898	274	456,803	134,484
4,860	310,930	14,436	17,595	3,621	346,582	358,493
25,391	382,671	(251,905)	36,180	3,520	170,466	145,634
951	39,526	86,873	22,481	7,152	156,032	78,635
4,049	132,146	(9,375)	14,858	457	138,086	142,579
1,248	106,602	11,401	17,975	194	136,172	175,933
29	91,887	386	36,358	3,117	131,748	40,742
2,320	84,398	-	-	-	84,398	34,361
927	75,890	(14,582)	11,315	2,324	74,947	53,517
147	25,541	20	13,865	5,142	44,568	24,364
257	17,354	281	7,936	-	25,571	14,661
93	6,139	12,537	4,934	38	23,648	148,448
-	6,251	-	-	-	6,251	2,449
-	-	-	(34,921)	-	(34,921)	271,832
-	-	-	-	-	-	3,322
-	5,828	-	954	7,906	14,688	26,233
150,178	$ 7,859,210	$ -	$ 790,496	$ 78,112	$ 8,727,818	$ 8,152,742

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Partnership of Strafford County (the Agency) is a 501(c)(3) private New Hampshire non-profit organization established under the provisions of the Equal Opportunity Act of 1964. Without services provided by the Agency, many local residents would be without a means to provide for their basic needs, including food, education, child care, utilities assistance, transportation, housing, emergency shelter and access to other services. The mission of the Agency is to educate, advocate and assist people in Strafford County to help meet their basic needs and promote self-sufficiency. The vision of the Agency is to eliminate poverty in Strafford County through compassion, education, self-sufficiency, transparency, accountability, team work, client focus and professionalism.

In addition to its administrative office located in Dover, the Agency maintains its outreach capacity by operating program offices in Farmington, Milton, Rochester, Dover and Somersworth. The Agency is funded by Federal, state, county and local funds, as well as United Way grants, public utilities, foundation and charitable grant funds, fees for service, private business donations, and donations from individuals. The Agency is governed by a tripartite board of directors made up of elected officials, community leaders from for-profit and non-profit organizations and residents who are low income. The board is responsible for assuring that the Agency continues to assess and respond to the causes and conditions of poverty in its community, achieve anticipated family and community outcomes, and remain administratively and fiscally sound. The Agency administers a wide range of coordinated programs to more than 15,000 people annually, and the programs are designed to have a measureable impact on poverty and health status among the most vulnerable residents: those under the age of 6, the elderly and those living in poverty. This coordinated approach is accomplished by providing a broad array of services that are locally defined, planned and managed with community agencies.

Basis of Accounting

The financial statements have been prepared using the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States.

Financial Statement Presentation

The financial statement presentation follows the recommendations of the Accounting Standard Codification No. 958-210, *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958-210, the Agency is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets

and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Agency.

Permanently Restricted: Net assets reflecting the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor-imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

At December 31, 2017 and 2016 the Agency had unrestricted and temporarily restricted net assets.

Refundable Advances
Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are performed or expenditures are incurred.

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

Contributed Services
Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made,* if the services (a) create or enhance non-financial assets or (b) require specialized skills and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the financial statements since the recognition criteria under FASB ASC No. 958 were not met.

Fair Value of Financial Instruments
Accounting Standard Codification No. 825, "Financial Instruments," requires the Agency to disclose estimated fair value for its financial instruments. The carrying amounts of cash, accounts receivable, inventory, prepaid expenses, accounts payable, accrued expenses, and refundable advances approximate fair value because of the short maturity of those instruments.

Inventory
Inventory materials are fixtures for installation and recorded at cost or contributed value, using the first-in, first-out method.

Property and Depreciation
Property and equipment, which have a cost greater than $5,000, are capitalized at cost or, if donated, at the approximate fair value at the date of donation. Specific grants and awards may have a threshold lower than this amount and that program will abide by those guidelines. Assets are depreciated over their estimated useful lives using the straight-line method as follows:

Buildings and improvements	15 - 40 years
Furniture, equipment and machinery	3 - 10 years
Vehicles	5 - 7 years

Depreciation expense aggregated $84,399 and $53,517 for the years ended December 31, 2017 and 2016, respectively.

Accrued Earned Time
The Agency has accrued a liability of $100,965 and $79,490 at December 31, 2017 and 2016, respectively, for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes
The Agency is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Agency to be other than a private foundation. The Agency is also exempt from the New Hampshire Business Enterprise Tax.

Accounting Standard Codification No. 740, "Accounting for Income Taxes", establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Agency's tax position taken on its information returns for the years 2014 through 2017 and has concluded that no additional provision for income taxes is necessary in the Agency's financial statements.

Cash and Cash Equivalents
The Agency considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

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

Advertising Expenses
The Agency expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2017 and 2016 amounted to $22,984 and $21,352, respectively.

In-kind Donations

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be $232,667 and $322,524 for the years ended December 31, 2017 and 2016, respectively.

The Agency also receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be $86,313 and $49,673 for the years ended December 31, 2017 and 2016, respectively.

The Agency also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be $121,757 and $294,332, respectively, for the year ended December 31, 2017. For the year ended December 31, 2016, the estimated fair value of these food commodities and goods was determined to be $159,190 and $46,463, respectively.

Functional Allocation of Expenses

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

NOTE 2. PROPERTY

As of December 31, 2017 and 2016, property consisted of the following:

	2017	2016
Land, buildings and improvements	$ 1,268,065	$ 926,666
Furniture, equipment and machinery	539,213	522,213
Vehicles	249,779	249,779
Construction in progress	-	5,607
Total	2,057,057	1,704,265
Less accumulated depreciation	861,612	777,214
Net property	$ 1,195,445	$ 927,051

NOTE 3. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at December 31, 2017 and 2016. The Agency has no policy for charging interest on overdue accounts.

NOTE 4. CONTRIBUTIONS RECEIVABLE

Contributions receivable represent promises to give, which have been made by donors but have not yet been received by the Agency. The Agency considers contributions receivable fully collectible; accordingly, no allowance for contributions receivable has been recorded.

Total unconditional promises to give were as follows at December 31, 2017:

Within one year	$ 52,400
In two to five years	26,400
Thereafter	37,000
	$ 115,800

NOTE 5. TAX CREDIT PROGRAM

The New Hampshire Community Development Finance Authority's Tax Credit Program allows New Hampshire businesses to contribute to not-for-profit community, housing and economic development projects and receive a 75% New Hampshire state tax credit that can be applied against New Hampshire business profits, business enterprise and insurance premium taxes. Through this Tax Credit Program, the Agency recognized contribution revenue of $164,000 and $8,000 for the years ended December 31, 2017 and 2016, respectively. At December 31, 2017 and 2016, the Agency had tax credits receivable of $172,000 and $8,000, respectively.

NOTE 6. PLEDGED ASSETS

As described in Note 7, all assets of the Agency are pledged as collateral under the Agency's demand note payable agreement.

NOTE 7. DEMAND NOTE PAYABLE

The Agency has available a revolving line of credit with a bank in the amount of $250,000. The note is payable upon demand, but in the absence of demand, is due in September 2018. Interest is stated at the prime rate plus 1% which resulted in an interest rate of 5.50% and 4.75% at December 31, 2017 and 2016, respectively. The note is collateralized by all the assets of the Agency.

NOTE 8. TEMPORARILY RESTRICTED NET ASSETS

At December 31, 2017 and 2016, temporarily restricted net assets consisted of the following:

	2017	2016
Bank of New Hampshire - Summer Meals	$ 3,094	$ 971
Building Campaign - Pledges	121,908	-
Building Campaign - Tax Credits	172,000	8,000
Envoy Mortgage - Summer Meals	1,500	-
Fuel Vendor - Returned of Federal Funds	6,123	4,219

Holy Rosary Credit Union - Homelessness	207	-
Hub - Family Resource Center	27,892	27,892
Individual Donor - Heat & Hot Water	2,868	-
Individual Donors Grab N Go – Summer Weekend Meals	1,418	-
Municipal - Homelessness	6,838	-
Municipal - Homelessness	4,500	-
New Hampshire Charitable – Thomas Haas Heat & Hot Water	11,719	-
New Hampshire Charitable – Thomas Haas Heat & Hot Water	8,000	-
New Hampshire Charitable Foundation – Bundled Services	37,305	20,247
New Hampshire Charitable Foundation – Homelessness	1,000	-
Nute Charitable Trust - Fuel Assistance	1,500	-
Optima Bank - Security Deposits	18,425	27,620
Share Our Strength – Summer Meals	-	13,995
Split Interest Clients - Security Deposits	5,385	-
Split Interest Clients - Security Deposits	2,450	-
United Way - Homelessness	2,048	336
Total	$ 436,180	$ 103,280

NOTE 9. LEASE COMMITMENTS

Facilities occupied by the Agency for its community service programs are rented under the terms of various operating leases. For the years ended December 31, 2017 and 2016, the annual lease/rent expense for the leased facilities was $155,065 and $120,523, respectively. Certain equipment is leased by the Agency under the terms of various operating leases.

The approximate future minimum lease payments on the above leases are as follows:

Year Ended December 31	Amount
2018	$ 91,347
2019	23,857
2020	20,078
2021	19,633
2022	15,697
Total	$ 170,612

NOTE 10. RETIREMENT PLAN

The Agency maintains a 403(b) Plan and Trust (the Plan) covering substantially all employees. Employee contributions to the Plan are made at predetermined rates elected by employees. Additionally, the Agency provides a matching contribution equal to 25% of the employee's contribution up to 5% of the employee's compensation. Effective April 1, 2016, the Agency instituted an auto enrollment feature mandating a minimum 1% employee contribution; however employees reserve the right to decline the auto enrollment. Employer matching contributions for the years ended December 31, 2017 and 2016 totaled $25,570 and $24,366, respectively.

NOTE 11. CONCENTRATION OF RISK

A large percentage of the Agency's total revenue was received from two contractors, the Federal Government and the State of New Hampshire. It is always considered to be at least reasonably possible that either contractor could be lost in the near term; however, Management feels this risk is of no particular concern at this time.

NOTE 12. CONCENTRATION OF CREDIT RISK

The Agency maintains its cash balances at several financial institutions in New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to $250,000. The Agency maintains an agreement with its primary financial institution to collateralize the balances in excess of $250,000.

NOTE 13. CONTINGENCIES

The Agency receives grant funding from various sources. Under the terms of these agreements, the Agency is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Agency might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of December 31, 2017 and 2016.

NOTE 14. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date. Management has evaluated subsequent events through June 21, 2018, the date the December 31, 2017 financial statements were available for issuance.

SUPPLEMENTARY INFORMATION

(See Independent Auditors' Report)

IGH AME	GRANTOR'S NUMBER	FEDERAL EXPENDITURES	
	4300-ZZZ	$ 114,589	
	At-Risk After School Care Centers	82,842	$ 197,431
	4300-ZZZ		71,368
	None		164,649
			$ 433,448
	Dover Housing Authority		$ 25,818
	City of Dover	$ 37,152	
	City of Rochester	53,346	90,498
Authority	16-210-CDFA	84,906	
Authority	16-409-EDWD1	17,932	102,838
Human Services	05-95-42-423010-7927		28,733
Human Services	010-092-7176-102-0415	34,169	
	Community Partners	10,595	44,764
			$ 292,651
	2016-0003	$ 31,955	
	2016-0003	34,351	66,306
			$ 66,306
& Community Services	01-02-02-024010-7706-074-500587		$ 135,377
			$ 135,377
lt services	010-048-7872-512-0352	$ 1,889	
Human Services,	05-95-48-48010-78720000-512-500352	26,318	$ 28,207
Human Services, DPH,	05-95-90-902010-5896		166,445
n, Youth and Families	05-095-042-421010-29730000-102-500734-42107306		18,708
n, Youth and Families	05-095-045-450010-61460000-502-500891-42106603	33,000	
	13-DHHS-BWW-CSP-05	82,631	115,631
& Planning	01-02-02-024010-77050000-074-500587	1,886,943	
& Planning	01-02-02-024010-77050000-500587 02HRRP16A	279,640	2,166,583
	010-045-7148-093-0415		516,950
	01CH996002 & 01HP000702		3,182,799
n, Youth and Families	05-095-042-421010-29680000-102-500734-42106802		740
n, Youth and Families	05-095-042-421010-29660000-102-500734-42106603		70,172
n, Youth and Families	05-095-090-902010-51900000-102-500731-90004009		4,990
			6,271,225
			$ 7,199,007

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED DECEMBER 31, 2017

NOTE 1 **BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Partnership of Strafford County under programs of the federal government for the year ended December 31, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Partnership of Strafford County, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Agency.

NOTE 2 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 **INDIRECT COST RATE**

Community Action Partnership of Strafford County has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 **FOOD DONATION**

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

NOTE 5 **SUBRECIPIENTS**

Community Action Partnership of Strafford County had no subrecipients for the year ended December 31, 2017.

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2017 and 2016, and the related statements of cash flows, and the related notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended December 31, 2017, and have issued our report thereon dated June 21, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Partnership of Strafford County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be a significant deficiency as item 2017-001.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Partnership of Strafford County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Community Action Partnership of Strafford County's Response to Findings

Community Action Partnership of Strafford County's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. Community Action Partnership of Strafford County's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

June 21, 2018
Wolfeboro, New Hampshire

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Community Action Partnership of Strafford County
Dover, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Partnership of Strafford County's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Partnership of Strafford County's major federal programs for the year ended December 31, 2017. Community Action Partnership of Strafford County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Partnership of Strafford County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Partnership of Strafford County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Partnership of Strafford County's compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Partnership of Strafford County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2017.

Report on Internal Control Over Compliance

Management of Community Action Partnership of Strafford County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Partnership of Strafford County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Partnership of Strafford County's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

June 21, 2018
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2017

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Partnership of Strafford County were prepared in accordance with GAAP.

2. One significant deficiency disclosed during the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.* No material weaknesses are reported.

3. No instances of noncompliance material to the financial statements of Community Action Partnership of Strafford County, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance.* No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Community Action Partnership of Strafford County expresses an unmodified opinion on all major federal programs.

6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.

7. The programs tested as major were: U.S. Department of Health and Human Services, Low-Income Home Energy Assistance Program, CFDA 93.568, and Community Services Block Grant, CFDA 93.569.

8. The threshold used for distinguishing between Type A and B programs was $750,000.

9. Community Action Partnership of Strafford County was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

2017-001 General Ledger Close and Adjusting Journal Entries

Condition: A significant quantity of adjusting journal entries were provided by the Organization during the audit. Significant adjusting entries related to the following areas: accrued payroll, pledges receivable and pledge contributions. The adjusting entries were provided by management and in certain cases identified by the auditor.

Criteria: Internal controls should be in place to ensure that the activity of the Organization is being recorded in a timely and accurate manner.

Cause: Controls are not in place to ensure all required month and year end journal entries are being recorded in a timely and accurate manner.

Effect: Financial information utilized by management in making decisions may not be timely or accurate.

Recommendation: Procedures should be implemented to ensure all required month and year end journal entries are being recorded in a timely and accurate manner.

Views of Responsible Officials and Planned Corrective Action: The Organization is strengthening month end and year end checklist procedures to include additional documentation of completion, backups recorded to 365 and review of entries to ensure timely and accurate journal entries. In addition, the fiscal department is fully staffed to provide the oversight as well as work required to perform the tasks.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2016

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended December 31, 2016.

community Action PARTNERSHIP of Strafford County

2019 Board of Directors

Becky Sherburne, Chair
Hope Morrow Flynn, Vice Chair
Alan Brown, Treasurer
Jean Miccolo, Secretary
Alison Dorow
Marci Theriault
Kristen Collins
Dr. Kristen Yates
Petros Lazos
Terry Jarvis
Kristen Collins
Vickie Routhier
Thomas Levasseur
Charlene McGregor
Bruce Connick
Don Chick
Erin Zajicek

Community Action Partnership of Strafford County
Administrative & Weatherization Office, 642 Central Avenue, Dover, NH 603-435-2500
Mailing address: P.O. Box 160, Dover, NH 03821-0160

Outreach Offices:
61 Locust Street, Dover 603-460-4237
527 Main Street, Farmington 603-460-4313

Head Start Centers:
62A Whittier Street, Dover 603-285-9460
120 Main Street, Farmington 603-755-2883
55 Industrial Drive, Milton 603-652-0990
150 Wakefield Street, Rochester 603-285-9461
184 Maple St. Ext., Somersworth 603-817-5458

Ashlee Adams

[redacted]

Work Experience

Server
Brookdale Sprucewood - Durham, NH
October 2018 to Present

I serve residents meals and appetizers in the dining room, I do dishes, and help reset the dining room after meals.

Driver
Strafford community action - Dover, NH
June 2018 to Present

I Pick up seniors and transport them to various stores to shop.

Driver
Durham School Services - Somersworth, NH
November 2017 to July 2018

Full time bus driver for special needs students to and from school..School bus is equipped with a wheel chair lift.

Cook/aide
Genesis HealthCare - Portsmouth, NH
February 2008 to November 2017

Cook,aide and prep cook.

Education

Associates in Business
Hesser College (Previous Name)
October 2006 to June 2010

Associates in Business
Hesser College (Previous Name) - Portsmouth, NH
October 2006 to June 2010

Certifications/Licenses

Cosmetology (license)

Have to renew every few years

School bus certificate

Additional Information

Very dependable,reliable and punctual!Animal lover,experience with multiple animals,small and large! Horse owner!Lots of experience with senior citizens and mentally challenged kids.Years of experience in skilled nursing facilities,cooking,prepping.Have done all aspects of kitchen work in skilled nursing facilities.

CHERYL M. ROBICHEAU

Work Experience:

December 2015 - Present

Community Action Partnership of Strafford County – Contracts and Data Quality Manager

In this position I am responsible for the collection and analysis of program data, as well as development and implementation of ongoing program monitoring to ensure efficient operation and compliance with designated contracts; including required reports, accurate data reporting and overall compliance with program standards. I am also the point of contact for upcoming program monitoring / reviews, and work with program managers to collect required documents for reviews, and develop a schedule in order to conduct file reviews within specified timeframes, and report areas of strength, concern and corrective action required. I also provide technical assistance to ensure that any concerns requiring correction action are completed within specified timelines. I am the Program Administrator for HMIS (Homeless Management Information System) and agency-wide client tracking software systems, and review data management system(s) for accuracy. I work collaboratively with managers and supervisors to ensure sufficient and accurate data is maintained by staff for contract compliance. In addition to these responsibilities, I also supervise the staff of the Workplace Success, WIA, Senior Transportation and housing contracts (Academy Street and Covered Bridge Manor) in accordance with grant requirements. I currently serve on the Board of Directors for Neighbor Helping Neighbor as well as the Emergency Food and Shelter Program, and participate in the local Elderly Wraparound Meetings.

July 2008 – December 2015

Community Action Partnership of Strafford County - Housing Specialist

In this position I am responsible for the administration of various program grants which focus on assisting low-income individuals with obtaining or retaining affordable housing by assisting with security deposits, rent/mortgage or utility assistance, budget counseling, and helping guide clients toward the goal of self-sufficiency. I have worked with other staff members to develop coordinated application and reporting processes and procedures in order to streamline the client experience with the Agency. This position has required that I work with Program Directors and Supervisors with grant proposals, budgets, and reporting. I have also worked with Fuel Assistance and Outreach Services. I currently serve on the Board of Directors for Neighbor Helping Neighbor as well as the Emergency Food and Shelter Program, and participate in the local Elderly Wraparound Meetings.

April 1997- June 2008

Cannon Cochran Management Service, Inc (Formerly Northern General Services.) Administrative Assistant/Provider Representative – CompMC Managed Care for Workers' Compensation

In my long tenure with this employer, I worked closely with the Nurse Case Management staff, assisting with data entry and developing databases to track participating medical providers for reporting to the State of NH. I handled a medical-only caseload entering medical notes and paying bills. As Provider Representative, I was responsible for contracting medical providers throughout the State of NH for our Provider Network, as well as organizing the documents needed for our State Certification.

November 1996 – April 1997 (part-time, temporary employment)

Community Action Partnership of Strafford County - Data Entry Clerk

In this part-time position I was responsible for entering and verifying data entry for Fuel Assistance applications.

May 1996 – November 1996 (part-time, temporary employment)

Northern General Services - Administrative Assistant

In this position I was responsible for entering workers' compensation claims into the database and sending correspondence to clients. I assisted the Senior Nurse Case Manager in developing processes for the new program for medical management of workers' compensation claims, including developing forms, processes and procedures.

May 1996 – April 1997 (part-time, temporary employment)

University of NH – Computer Science Department - Administrative Assistant to Director of Graduate Studies

In this position I was responsible for all correspondence between the Director of Graduate Studies and students. I also scheduled appointments, and assisted foreign applicants with documents needed for their applications to the program.

June 1992 – May 1996

Willis Corroon of NH - Administrative Assistant – Pilot Program / CompWorks Managed Care for Workers' Compensation

In this position I worked with the Program Director and Nurse Case Manager for the development and implementation of the State of NH Pilot Program for Managed Care for Workers' Compensation. I helped to develop the processes and procedures, provider network, and forms initially utilized by this program, which eventually became the model for all Managed Care Programs within the State.

October 1987 – May 1992
BankEast –Data Entry Clerk, Operations Department
In this position I was responsible for data entry for the Savings, IRA and Overdraft Departments.

Skills:
I have strong organization skills, and have the ability to multi-task. I am moderately proficient in Excel and Word, am able to develop spreadsheets and professional correspondence, and have good verbal and written communication skills.

Education:
Spaulding High School, Rochester, NH Graduated 1987
Various classes and training in Microsoft Office, Word and Excel

Lauren Jan Berman

Professional Experience

2015-Present — Program Director, Community Action Partnership of Strafford County, NH

- Manage programs, Outreach Services, Coordinated Entry, Emergency Solutions Grant(ESG) Homeless outreach, Weatherization
- Prepare and develop budgets
- Write grants for current and new programs
- Employ and manage staff, lead staff meetings, trained and supervised, participated in employee reviews and supported staff in all aspects of their jobs.

2010-2015 — Welfare Officer, City of Somersworth, Somersworth, NH

- Administer the general assistance program in accordance with the written City of Somersworth Assistance Guidelines
- Adhere to the RSA:165
- Establish and maintain relationships with other agencies and organizations in the community to ensure that services are not duplicated.
- Work with applicants to ensure that all necessary information is submitted to determine the eligibility.
- Make referrals when necessary.,i.e Homeless shelters, food pantries.
- Updated the current City Guidelines 2015
- Maintain records, notes and confidently.

2004-2010 — Founder and Partner, Good Works Employment Services York County

- Co-founder and partner of Gook Work Employment Services (GWES), a locally-run company committed to assisting individuals in finding gainful employment, continuing their education and/or securing volunteer opportunities, housing, or other community supports per requests from referral sources. Clients referred to GWES by Bureau of Vocational Rehabilitation (VR), DHHS ASPIRE and Child Protective Services, school districts and private insurers.
- Prepared, balanced and oversaw budget and financial records
- Educated referrals in the area of job development, creating resumes, interviewing skills, career exploration and provide job coaching for successful employment outcomes.
- Maintained knowledge of local resources, made referrals for community supports, attended team meetings and Region 1 VR provider meetings.
- Completed requirements for3-year certification to provide services via Bureau of Vocational Rehabilitation,(DOL)

Lauren Jan Berman

2003-04 **Vocational Resource Specialist, Work Opportunities Unlimited, Saco, ME**

- Assisted clients referred by the Bureau of Vocational Rehabilitation in job development, creating resumes, interviewing skills and job coaching for successful employment outcomes.
- Completed necessary daily paperwork, including progress notes and monthly and quarterly reports.
- Participated in management training programs.

2002-03 **Physical Therapy Assistant, HealthSouth Corp., Boston, MA**

- Provided physical therapy services to individuals with spinal cord injury, brain injury, cancer, stroke, and cardiac health-related issues.
- Co-led running exercise groups and personal exercise programs.

2001-02 **Supervisor, Starbucks Coffee Corp, Brighton, MA**

- Supervised employees and managed the store to ensure efficient customer service.
- Placed weekly orders with account vendors; balanced daily cash receipts and coordinated daily deployment duties.
- Trained new employees.

Lauren Jan Berman

Education & Professional Development

1995 B.S. Therapeutic Recreation Ithaca College Ithaca, NY

2013-2015 Board of Directions for Strafford County Community Action

2010 Ticket to Work Training and Support for Maine Employment Networks, USM, Muskie School, Augusta, ME

2009 Domestic Violence Training, Community Counseling Center Portland, ME

2009 Building Relationships with Businesses Training, USM, Muskie School, Lewiston, ME

2008 Positive Employment Practices for Vocational Rehabilitation Training, ICI UMASS/Boston

2008 Certificate for Mentoring in a Job Development Training Program UMASS/Boston

2008 Best Practices in Employment Services for People with Co-Occurring Mental Illness and Substance Abuse Training, ICI, UMASS/Boston

2007 MaineCare Eligibility Workshop, Consumers for Affordable Health Care Sanford, ME

2007 Neuro-Linguistic Programming Training, Univ. of Maine, Biddeford, ME

2007 ACRE Certificate, ICI, UMASS/Boston

2004 Certificate Effective Job Development, Institute on Disability, UNH

2004 Certificate Assistive Technology in the Workplace, Institute on Disability UNH

2004 Management Training Work Opportunities, Saco, ME

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
Nutrition and Transportation Contract Amendment #2

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ashlee Adams	Sr. Transportation Bus Driver	$25,605	100%	$25,605
Cheryl Robicheau	Contracts & Data Quality Mgr	$48,714	0%	$0.00
Lauren Berman	Program Manager	$60,000	0%	$0.00

23 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301-3587
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 2, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $8,597,592 from $17,667,902 to an amount not to exceed $26,265,494 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, **retroactive** to July 1, 2017 effective upon Governor and Executive Council. The original agreements were approved by Governor and Executive Council on December 21, 2016 (Item #.15) and the contract with Rockingham Nutrition Meals on Wheels was amended on June 7, 2017 (Item #13). 43% General Funds/ 57% Federal Funds.

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757	$1,491,912	$4,557,669
Community Action Partnership of Strafford County	177200	Dover	$69,513	$33,780	$103,293
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629	$91,665	$280,294
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814	$1,151,539	$3,518,353
Greater Wakefield Resource Center	158408	Union	$30,800	$14,992	$45,792
Lamprey Health Care	177677	Newmarket	$118,560	$57,579	$176,139
Newport Senior Center	177250	Newport	$1,272,754	$619,398	$1,892,152
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279	$363,251	$1,109,530

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064	$1,396,238	$4,265,302
Southwestern Community Services	177511	Keene	$117,031	$56,890	$173,921
St Joseph Community Services	155093	Merrimack	$2,999,190	$1,459,761	$4,458,951
Strafford Nutrition MOW	260818	Somersworth	$774,098	$376,787	$1,150,885
The Gibson Center for Senior Services	155344	North Conway	$506,402	$246,440	$752,842
Tri-County Community Action Program	177195	Berlin	$1,403,957	$683,006	$2,086,963
VNA at HCS	177274	Keene, NH	$1,139,054	$554,354	$1,693,408
		Total:	**$17,667,902**	**$8,597,592**	**$26,265,494**

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated in each year of the biennium (State Fiscal Years 2018 and 2019) a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services in HB144. The Department is amending the contracts to increase the per meal and per client per date transportation rates. The purpose of this request is to increase the price limitation and extend the completion date in order for the vendors to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will

prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services.

These contracts were selected through a competitive bid process. Sixteen (16) agreements were originally approved by the Governor and Executive Council, one (1) of which (City of Nashua) will be put before the Governor and Executive Council at a later date.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement includes the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for nine (9) months, leaving an additional one (1) year and three (3) months of renewal.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates paid for Nutrition and Transportation Services, and its inclusion of funding in the current biennium to support these increases will be unfulfilled.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,

Christine L. Santaniello
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,614.60		$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50		$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50		$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20	$12,514.04	$261,743.24
541-500383	Meals - Congregate	2018	$327,189.50	$16,656.92	$343,846.42
544-500386	Meals - Home Delivered	2018	$669,515.00	$34,084.40	$703,599.40
512-500352	Transportation of Clients	2019	$62,307.30	$199,435.94	$261,743.24
541-500383	Meals - Congregate	2019	$81,796.00	$262,050.42	$343,846.42
544-500386	Meals - Home Delivered	2019	$167,381.50	$536,217.90	$703,599.40
		Subtotal	***$2,180,388.10***	***$1,060,959.62***	***$3,241,347.72***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,893.80		$53,893.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$107,787.60	$5,412.12	$113,199.72
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$26,946.90	$86,252.82	$113,199.72
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,845.40		$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00		$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50		$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10	$1,288.77	$26,955.87
541-500383	Meals - Congregate	2018	$93,500.00	$4,760.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$130,795.50	$6,658.68	$137,454.18
512-500352	Transportation of Clients	2019	$6,422.70	$20,533.17	$26,955.87
541-500383	Meals - Congregate	2019	$23,375.00	$74,885.00	$98,260.00
544-500386	Meals - Home Delivered	2019	$32,697.50	$104,756.68	$137,454.18
		Subtotal	***$437,453.70***	***$212,882.30***	***$650,336.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,129.90		$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50		$187,621.50
544-500386	Meals - Home Delivered	2017	$161,073.00		$161,073.00
512-500352	Transportation of Clients	2018	$366,236.10	$18,389.07	$384,625.17
541-500383	Meals - Congregate	2018	$375,243.00	$19,103.28	$394,346.28
544-500386	Meals - Home Delivered	2018	$322,146.00	$16,400.16	$338,546.16
512-500352	Transportation of Clients	2019	$91,553.10	$293,072.07	$384,625.17
541-500383	Meals - Congregate	2019	$93,813.50	$300,532.78	$394,346.28
544-500386	Meals - Home Delivered	2019	$80,536.50	$258,009.66	$338,546.16
		Subtotal	***$1,861,352.60***	***$905,507.02***	***$2,766,859.62***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			
541-500383	Meals - Congregate	2017	$8,800.00		$8,800.00
544-500386	Meals - Home Delivered	2017			
512-500352	Transportation of Clients	2018			
541-500383	Meals - Congregate	2018	$17,600.00	$896.00	$18,496.00
544-500386	Meals - Home Delivered	2018			
512-500352	Transportation of Clients	2019			
541-500383	Meals - Congregate	2019	$4,400.00	$14,096.00	$18,496.00
544-500386	Meals - Home Delivered	2019			
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,872.80		$33,872.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$67,745.60	$3,387.28	$71,132.88
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,941.60	$54,191.28	$71,132.88
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.80		$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00		$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50		$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60	$3,888.92	$81,340.52
541-500383	Meals - Congregate	2018	$160,726.50	$8,182.44	$168,908.94
544-500386	Meals - Home Delivered	2018	$249,909.00	$12,722.64	$262,631.64
512-500352	Transportation of Clients	2019	$19,362.90	$61,977.62	$81,340.52
541-500383	Meals - Congregate	2019	$40,183.00	$128,725.94	$168,908.94
544-500386	Meals - Home Delivered	2019	$62,480.00	$200,151.64	$262,631.64
		Subtotal	***$854,159.30***	***$415,649.20***	***$1,269,808.50***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$62,777.00		$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50		$71,857.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$125,554.00	$6,391.84	$131,945.84
544-500386	Meals - Home Delivered	2018	$143,715.00	$7,316.40	$151,031.40
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$31,388.50	$100,557.34	$131,945.84
544-500386	Meals - Home Delivered	2019	$35,931.50	$115,099.90	$151,031.40
		Subtotal	***$471,223.50***	***$229,365.48***	***$700,588.98***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,844.00		$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00		$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00		$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60	$9,104.25	$190,781.85
541-500383	Meals - Congregate	2018	$247,500.00	$12,600.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$663,674.00	$33,787.04	$697,461.04
512-500352	Transportation of Clients	2019	$45,416.80	$145,365.05	$190,781.85
541-500383	Meals - Congregate	2019	$61,875.00	$198,225.00	$260,100.00
544-500386	Meals - Home Delivered	2019	$165,918.50	$531,542.54	$697,461.04
		Subtotal	***$1,912,492.90***	***$930,623.88***	***$2,843,116.78***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,001.60		$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50		$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00		$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80	$2,499.64	$52,492.44
541-500383	Meals - Congregate	2018	$317,075.00	($116,798.00)	$200,277.00
544-500386	Meals - Home Delivered	2018	$981,794.00	$182,922.24	$1,164,716.24
512-500352	Transportation of Clients	2019	$12,500.80	$39,991.64	$52,492.44
541-500383	Meals - Congregate	2019	$79,271.50	$121,005.50	$200,277.00
544-500386	Meals - Home Delivered	2019	$245,448.50	$919,267.74	$1,164,716.24
		Subtotal	***$2,360,518.70***	***$1,148,888.76***	***$3,509,407.46***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,440.70		$33,440.70
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$66,881.40	$3,358.18	$70,239.58
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,708.50	$53,531.08	$70,239.58
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,860.60		$19,860.60
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$39,721.20	$1,994.44	$41,715.64
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$9,930.30	$31,785.34	$41,715.64
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$27,973.00		$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50		$129,233.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$55,940.50	$2,847.88	$58,788.38
544-500386	Meals - Home Delivered	2018	$258,467.00	$13,158.32	$271,625.32
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$13,986.50	$44,801.88	$58,788.38
544-500386	Meals - Home Delivered	2019	$64,619.50	$207,005.82	$271,625.32
		Subtotal	***$550,220.00***	***$267,813.90***	***$818,033.90***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00		$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00		$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00		$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00	$10,249.00	$215,229.00
541-500383	Meals - Congregate	2018	$155,732.50	$7,928.20	$163,660.70
544-500386	Meals - Home Delivered	2018	$305,140.00	$15,534.40	$320,674.40
512-500352	Transportation of Clients	2019	$51,245.00	$163,984.00	$215,229.00
541-500383	Meals - Congregate	2019	$38,934.50	$124,726.20	$163,660.70
544-500386	Meals - Home Delivered	2019	$76,285.00	$244,389.40	$320,674.40
		Subtotal	***$1,165,246.00***	***$566,811.20***	***$1,732,057.20***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.10		$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50		$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00		$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50	$2,909.55	$60,856.05
541-500383	Meals - Congregate	2018	$146,547.50	$7,460.60	$154,008.10
544-500386	Meals - Home Delivered	2018	$237,484.50	$12,090.12	$249,574.62
512-500352	Transportation of Clients	2019	$14,480.70	$46,375.35	$60,856.05
541-500383	Meals - Congregate	2019	$36,635.50	$117,372.60	$154,008.10
544-500386	Meals - Home Delivered	2019	$59,372.50	$190,202.12	$249,574.62
		Subtotal	***$773,473.80***	***$376,410.34***	***$1,149,884.14***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
		Subtotal	***$13,091,059.60***	***$6,369,816.24***	***$19,460,875.84***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50		$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00	$25,756.08	$531,679.08
544-500386	Meals Home Delivered	2019	$126,483.50	$405,195.58	$531,679.08
		Subtotal	***$885,368.00***	***$430,951.66***	***$1,316,319.66***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00		$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50	$2,005.64	$41,402.14
544-500386	Meals Home Delivered	2019	$9,850.50	$31,551.64	$41,402.14
		Subtotal	***$68,948.00***	***$33,557.28***	***$102,505.28***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00		$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50	$14,704.20	$303,536.70
544-500386	Meals Home Delivered	2019	$72,209.50	$231,327.20	$303,536.70
		Subtotal	***$505,461.00***	***$246,031.40***	***$751,492.40***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50		$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00	$12,177.20	$251,372.20
544-500386	Meals Home Delivered	2019	$59,801.50	$191,570.70	$251,372.20
		Subtotal	***$418,594.00***	***$203,747.90***	***$622,341.90***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50		$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50	$8,001.56	$165,175.06
544-500386	Meals Home Delivered	2019	$39,292.00	$125,883.06	$165,175.06
		Subtotal	***$275,055.00***	***$133,884.62***	***$408,939.62***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00		$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00	$27,827.52	$574,439.52
544-500386	Meals Home Delivered	2019	$136,653.00	$437,786.52	$574,439.52
		Subtotal	***$956,571.00***	***$465,614.04***	***$1,422,185.04***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00		$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50	$18,579.40	$383,531.90
544-500386	Meals Home Delivered	2019	$91,239.50	$292,292.40	$383,531.90
		Subtotal	***$638,671.00***	***$310,871.80***	***$949,542.80***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00		$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00	$6,512.80	$134,442.80
544-500386	Meals Home Delivered	2019	$31,982.50	$102,460.30	$134,442.80
		Subtotal	***$223,877.50***	***$108,973.10***	***$332,850.60***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50		$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50	$6,944.28	$143,349.78
544-500386	Meals Home Delivered	2019	$34,100.00	$109,249.78	$143,349.78
		Subtotal	***$238,711.00***	***$116,194.06***	***$354,905.06***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50		$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00	$10,634.96	$219,535.96
544-500386	Meals Home Delivered	2019	$52,228.00	$167,307.96	$219,535.96
		Subtotal	***$365,579.50***	***$177,942.92***	***$543,522.42***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Subtotal	***$4,576,836.00***	***$2,227,768.78***	***$6,804,604.78***

Summary by Vendor by Year

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,931.10	$0.00	$875,931.10
		2018	$1,751,856.70	$89,011.44	$1,840,868.14
		2019	$437,968.30	$1,402,899.84	$1,840,868.14
		Subtotal	***$3,065,756.10***	***$1,491,911.28***	***$4,557,667.38***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,893.80	$0.00	$53,893.80
		2018	$107,787.60	$5,412.12	$113,199.72
		2019	$26,946.90	$86,252.82	$113,199.72
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,696.90	$0.00	$144,696.90
		2018	$289,359.10	$14,713.09	$304,072.19
		2019	$72,345.70	$231,726.49	$304,072.19
		Subtotal	***$506,401.70***	***$246,439.58***	***$752,841.28***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,243.40	$0.00	$676,243.40
		2018	$1,352,457.60	$68,596.71	$1,421,054.31
		2019	$338,112.60	$1,082,941.71	$1,421,054.31
		Subtotal	***$2,366,813.60***	***$1,151,538.42***	***$3,518,352.02***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$17,600.00	$896.00	$18,496.00
		2019	$4,400.00	$14,096.00	$18,496.00
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,872.80	$0.00	$33,872.80
		2018	$67,745.60	$3,387.28	$71,132.88
		2019	$16,941.60	$54,191.28	$71,132.88
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,643.80		$363,643.80
		2018	$727,282.10	$36,971.20	$764,253.30
		2019	$181,827.40	$582,425.90	$764,253.30
		Subtotal	***$1,272,753.30***	***$619,397.10***	***$1,892,150.40***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,224.00	$0.00	$213,224.00
		2018	$426,442.50	$21,709.80	$448,152.30
		2019	$106,612.00	$341,540.30	$448,152.30
		Subtotal	***$746,278.50***	***$363,250.10***	***$1,109,528.60***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,737.00	$0.00	$819,737.00
		2018	$1,639,463.60	$83,318.81	$1,722,782.41
		2019	$409,863.30	$1,312,919.11	$1,722,782.41
		Subtotal	***$2,869,063.90***	***$1,396,237.92***	***$4,265,301.82***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$856,915.10	$0.00	$856,915.10
		2018	$1,713,814.30	$87,203.28	$1,801,017.58
		2019	$428,460.30	$1,372,557.28	$1,801,017.58
		Subtotal	***$2,999,189.70***	***$1,459,760.56***	***$4,458,950.26***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,440.70	$0.00	$33,440.70
		2018	$66,881.40	$3,358.18	$70,239.58
		2019	$16,708.50	$53,531.08	$70,239.58
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,860.60	$0.00	$19,860.60
		2018	$39,721.20	$1,994.44	$41,715.64
		2019	$9,930.30	$31,785.34	$41,715.64
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,171.50	$0.00	$221,171.50
		2018	$442,337.50	$22,519.00	$464,856.50
		2019	$110,588.50	$354,268.00	$464,856.50
		Subtotal	***$774,097.50***	***$376,787.00***	***$1,150,884.50***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,134.50	$0.00	$401,134.50
		2018	$802,258.00	$40,655.88	$842,913.88
		2019	$200,564.50	$642,349.38	$842,913.88
		Subtotal	***$1,403,957.00***	***$683,005.26***	***$2,086,962.26***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,457.10	$0.00	$325,457.10
		2018	$650,879.50	$33,095.23	$683,974.73
		2019	$162,716.70	$521,258.03	$683,974.73
		Subtotal	***$1,139,053.30***	***$554,353.26***	***$1,693,406.56***

Summary for All Vendors by Year

		SFY	Current Budget	(Decrease)	Modified Budget
		2017	$5,048,022.30	$0.00	$5,048,022.30
		2018	$10,095,886.70	$512,842.46	$10,608,729.16
		2019	$2,523,986.60	$8,084,742.56	$10,608,729.16
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
7872-541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
7872-512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
7872-541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
7872-512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
7872-541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
9255-544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
9255-544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
9255-544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

7872-512-500352	Transportation of Clients	all	$2,616,837.60	$1,271,490.62	$3,888,328.22
7872-541-500383	Meals - Congregate	all	$3,539,585.50	$1,457,007.82	$4,996,593.32
7872-544-500386	Meals - Home Delivered	all	$6,934,636.50	$3,641,317.80	$10,575,954.30
9255-544-500386	Meals Home Delivered	all	$4,576,836.00	$2,227,768.78	$6,804,604.78
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Grand Total SFY17	2017	**$5,048,022.30**	**$0.00**	**$5,048,022.30**
Grand Total SFY18	2018	**$10,095,886.70**	**$512,842.46**	**$10,608,729.16**
Grand Total SFY19	2019	**$2,523,986.60**	**$8,084,742.56**	**$10,608,729.16**
Total Contract		**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment#1") dated this 2nd day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Partnership of Strafford County (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 642 Central Avenue, Dover, NH, 03821.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, 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; and

WHEREAS, the parties agree to increase the service rates, extend the completion date, and increase the price limitation;

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

1. Amend General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. Amend General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $33,780 from $69,513 to read $103,293.
3. Amend General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Delete Exhibit B-1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #1, Rate Sheet.
6. Add Attachment A – Amendment #1, Attestation.

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

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

State of New Hampshire
Department of Health and Human Services

11/14/17
Date

Christine L. Santaniello
Director

Community Action Partnership of Strafford County

11/8/17
Date

Name: Betsey Andrews Parker
Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Strafford on Nov. 3rd 2017 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

KATHLEEN E. MORRISON
MY COMMISSION EXPIRES AUG. 5, 2020
NOTARY PUBLIC
NEW HAMPSHIRE

Kathleen E. Morrison
Name and Title of Notary or Justice of the Peace

My Commission Expires: Aug. 5th, 2020

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

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date

Name: Mary A. Kelly
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Rate Sheet - Amendment #1

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	838	$23.70	$ 19,860.60

7/1/2017 through 06/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	1,676	$24.89	$ 41,715.64

7/1/2018 through 6/30/2019 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	1,676	$24.89	$ 41,715.64

Total	$ 103,291.88

Contractor Initials: EAP
Date: 11/3/17

Attachment A – Amendment #1

ATTESTATION

For Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit (per diem or per meal) rates or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the agency named below, I certify that the agency named below will use the increase in funding exclusively to increase service unit rates for the administration of the services listed on Exhibit B-1 - Amendment #1, Rate Sheet and that the state may request an audit of our records to confirm the same.

Betsy Andrews Parker, CEO - Community Action Partnership of Strafford County

Name, Title, and Agency Name

Signature

11/3/17

Date

15 mar

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

November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed $17,667,902 effective January 1, 2017, or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814
Greater Wakefield Resource Center	TBD	Union	$30,800
Lamprey Health Care	177677	Newmarket	$118,560
Newport Senior Center	177250	Newport	$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064
St Joseph Community Services	155093	Merrimack	$2,999,190
Strafford Nutrition MOW	260818	Somersworth	$774,098
Southwestern Community Services	TBD	Keene	$117,031
The Gibson Center for Senior Services	155344	North Conway	$506,402
Tri-County Community Action Program	TBD	Berlin	$1,403,957
VNA at HCS	177274	Keene, NH	$1,139,054
		Total:	$17,667,902

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. . Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant .

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

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

Nutrition and Transportation Services
RFA Name

RFA-2017-BEAS-06-NUTRI
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. CAP Belknap-Merrimack Counties, Inc.		150	150
2. CAP Strafford County		150	105
3. Easter Seals NH		150	142
4. Grafton County Senior Citizens Council, Inc.		150	150
5. Greater Wakefield Resource Center		150	105
6. Lamprey Health Care		150	150
7. Nashua Transit System		150	135
8. Newport Senior Center, Inc.		150	130
9. Ossipee Concerned Citizens, Inc.		150	125
10. Rockingham Nutrition Meals on Wheels		150	150
11. St. Joseph Community Services, Inc.		150	145

Reviewer Names

1. Tracey Tarr, Administrator II, Elderly & Adult Srvcs, DHHS
2. Jean Crouch, Supervisor VII, DEAS
3. Wendy Aultman, Administrator I DEAS
4.
5.
6.
7.
8.
9.

12. Strafford Nutrition Meals on Wheels		150	135
13. The Gibson Center for Senior Services, Inc		150	150
14. Tri County CAP, Inc.		150	150
15. VNA at HCS		150	130
16. Southwestern Community Services		150	120
17. 0		150	0
18. 0		150	0
19. 0		150	0
20. 0		150	0

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20
541-500383	Meals - Congregate	2018	$327,189.50
544-500386	Meals - Home Delivered	2018	$669,515.00
512-500352	Transportation of Clients	2019	$62,307.30
541-500383	Meals - Congregate	2019	$81,796.00
544-500386	Meals - Home Delivered	2019	$167,381.50
		Subtotal	$2,180,388.10

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$53,693.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$107,787.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$12,845.40
541-500383	Meals - Congregate	2017	$48,750.00
544-500386	Meals - Home Delivered	2017	$65,400.60
512-500352	Transportation of Clients	2018	$25,667.10
541-500383	Meals - Congregate	2018	$93,600.00
544-500386	Meals - Home Delivered	2018	$130,786.50
512-500352	Transportation of Clients	2019	$6,422.70
541-500383	Meals - Congregate	2019	$23,375.00
544-500386	Meals - Home Delivered	2019	$32,697.50
		Subtotal	$437,453.70

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$185,129.90
541-500383	Meals - Congregate	2017	$187,821.60
544-500386	Meals - Home Delivered	2017	$261,073.00
512-500352	Transportation of Clients	2018	$74,119.50
541-500383	Meals - Congregate	2018	$376,249.00
544-500386	Meals - Home Delivered	2018	$322,146.00
512-500352	Transportation of Clients	2019	$33,653.70
541-500383	Meals - Congregate	2019	$93,913.50
544-500386	Meals - Home Delivered	2019	$80,636.50
		Subtotal	$1,861,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$0.00
541-500383	Meals - Congregate	2017	$8,800.00
544-500386	Meals - Home Delivered	2017	$0.00
512-500352	Transportation of Clients	2018	$0.00
541-500383	Meals - Congregate	2018	$17,600.00
544-500386	Meals - Home Delivered	2018	$0.00
512-500352	Transportation of Clients	2019	$0.00
541-500383	Meals - Congregate	2019	$4,400.00
544-500386	Meals - Home Delivered	2019	$0.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$33,872.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$67,745.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,941.60
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60
541-500383	Meals - Congregate	2018	$160,726.00
544-500386	Meals - Home Delivered	2018	$249,909.00
512-500352	Transportation of Clients	2019	$19,362.90
541-500383	Meals - Congregate	2019	$40,183.00
544-500386	Meals - Home Delivered	2019	$62,480.00
		Subtotal	$854,159.30

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$125,554.00
544-500386	Meals - Home Delivered	2018	$143,715.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$31,388.50
544-500386	Meals - Home Delivered	2019	$35,931.50
		Subtotal	$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60
541-500383	Meals - Congregate	2018	$247,500.00
544-500386	Meals - Home Delivered	2018	$663,674.00
512-500352	Transportation of Clients	2019	$45,416.80
541-500383	Meals - Congregate	2019	$61,875.00
544-500386	Meals - Home Delivered	2019	$165,918.50
		Subtotal	$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00
512-500352	Transportation of Clients	2018	$49,992.60
541-500383	Meals - Congregate	2018	$317,075.00
544-500386	Meals - Home Delivered	2018	$981,794.00
512-500352	Transportation of Clients	2019	$12,500.60
541-500383	Meals - Congregate	2019	$79,271.50
544-500386	Meals - Home Delivered	2019	$245,448.50
		Subtotal	$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$33,440.70
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$66,881.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,708.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$19,860.60
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$55,940.50
544-500386	Meals - Home Delivered	2018	$258,467.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$13,986.50
544-500386	Meals - Home Delivered	2019	$64,619.50
		Subtotal	$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00
541-500383	Meals - Congregate	2018	$155,732.50
544-500386	Meals - Home Delivered	2018	$305,140.00
512-500352	Transportation of Clients	2019	$51,245.00
541-500383	Meals - Congregate	2019	$38,934.50
544-500386	Meals - Home Delivered	2019	$76,285.00
		Subtotal	$1,165,246.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$28,985.10
541-500383	Meals - Congregate	2017	$73,276.60
544-500386	Meals - Home Delivered	2017	$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50
541-500383	Meals - Congregate	2018	$146,542.50
544-500386	Meals - Home Delivered	2018	$237,484.50
512-500352	Transportation of Clients	2019	$14,480.70
541-500383	Meals - Congregate	2019	$36,635.50
544-500386	Meals - Home Delivered	2019	$59,372.50
		Subtotal	$773,473.80

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70
541-500383	Meals - Congregate	2018	$2,022,608.50
544-500386	Meals - Home Delivered	2018	$3,962,640.00
512-500352	Transportation of Clients	2019	$373,816.60

541-500383	Meals - Congregate	2019	$505,659.00
544-500386	Meals - Home Delivered	2019	$990,671.00
		Subtotal	$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00
544-500386	Meals Home Delivered	2019	$126,483.50
		Subtotal	$885,368.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50
544-500386	Meals Home Delivered	2019	$9,850.50
		Subtotal	$68,948.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50
544-500386	Meals Home Delivered	2019	$72,209.50
		Subtotal	$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00
544-500386	Meals Home Delivered	2019	$59,801.50
		Subtotal	$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50
544-500386	Meals Home Delivered	2019	$39,292.00
		Subtotal	$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00
544-500386	Meals Home Delivered	2019	$136,653.00
		Subtotal	$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00
544-500386	Meals Home Delivered	2018	$364,962.50
544-500386	Meals Home Delivered	2019	$91,239.50
		Subtotal	$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00
544-500386	Meals Home Delivered	2019	$31,982.50
		Subtotal	$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50
544-500386	Meals Home Delivered	2019	$34,100.00
		Subtotal	$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00
544-500386	Meals Home Delivered	2019	$52,228.00
		Subtotal	$365,579.50

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,874.50
544-500386	Meals Home Delivered	2018	$2,615,521.50
544-500386	Meals Home Delivered	2019	$653,840.00
		Subtotal	$4,576,836.00

Summary by Vendor by Year

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

		State Fiscal Year	Current Modified Budget
		2017	$875,931.10
		2018	$1,751,856.70
		2019	$437,968.30
		Subtotal	$3,065,756.10

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

		State Fiscal Year	Current Modified Budget
		2017	$53,893.80
		2018	$107,787.60
		2019	$26,946.90
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget
		2017	$144,696.90
		2018	$289,359.10
		2019	$72,345.70
		Subtotal	$506,401.70

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

		State Fiscal Year	Current Modified Budget
		2017	$676,243.40
		2018	$1,352,457.60
		2019	$338,112.60
		Subtotal	$2,366,813.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		State Fiscal Year	Current Modified Budget
		2017	$8,800.00
		2018	$17,600.00
		2019	$4,400.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget
		2017	$33,872.80
		2018	$67,745.60
		2019	$16,941.60
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget
		2017	$363,643.80
		2018	$727,282.10
		2019	$181,827.40
		Subtotal	$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget
		2017	$213,224.00
		2018	$426,442.50
		2019	$106,612.00
		Subtotal	$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget
		2017	$819,737.00
		2018	$1,639,463.60
		2019	$409,863.30
		Subtotal	$2,869,063.90

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget
		2017	$856,915.10
		2018	$1,713,814.30
		2019	$428,460.30
		Subtotal	$2,999,189.70

Southwestern Community Services (Vendor #177511)

		State Fiscal Year	Current Modified Budget
		2017	$33,440.70
		2018	$66,881.40
		2019	$16,708.50
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget
		2017	$19,860.60
		2018	$39,721.20
		2019	$9,930.30
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget

		2017	$221,171.50
		2018	$442,337.50
		2019	$110,588.50
		Subtotal	$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	$401,134.50
		2018	$802,258.00
		2019	$200,564.50
		Subtotal	$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	$325,457.10
		2018	$650,879.50
		2019	$162,716.70
		Subtotal	$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	$5,048,022.30
		2018	$10,095,886.70
		2019	$2,523,986.60
		Subtotal	$17,667,895.60

FORM NUMBER P-37 (version 5/8/15)

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-03)

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Partnership of Strafford County		1.4 Contractor Address 642 Central Avenue PO BOX 160 Dover, NH 03821-0160	
1.5 Contractor Phone Number 603-435-2500 x8139	1.6 Account Number 05-095-48-481010-92550000 05-095-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $69,513
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Betsey Andrews Parker		1.12 Name and Title of Contractor Signatory Betsey Andrews Parker CEO	

1.13 Acknowledgement: State of NH, County of Strafford

On November 28, 2016 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

Kathleen E. Morrison

[Seal] KATHLEEN E. MORRISON NOTARY PUBLIC STATE OF NEW HAMPSHIRE My Commission Expires AUG. 6, 2019

1.13.2 Name and Title of Notary or Justice of the Peace

Kathleen E. Morrison Notary

1.14 Signature Date: 11/29/16	1.15 Name and Title of State Agency Signatory Maureen Ryan, Director

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: 11/30/16

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

Contractor Initials _____
Date 11/28/16

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 $1,000,000per 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.

Contractor Initials EAP
Date 11/28/16

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.

Contractor Initials EAP
Date 11/28/16

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. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the services areas listed in Exhibit A-1.

1.4. The Contractor agrees that services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).

1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.

2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:

2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.

2.1.3.2. Provide transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).

2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order

2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:

2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.

2.1.4.2. Provide transportation services based on a fixed route schedule defined by the Contractor.

2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.

2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3. Administration of Services

3.1. Access to Services

3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.

3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:

3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.

3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.

3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during

the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.

3.3.4. The Contractor shall re-determine client eligibility for services in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.

3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

3.4. Client Assessments and Service Plans

3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health, or developmental issues or criminal histories.

3.5. Person Centered Provision of Services

3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:

3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.

3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.

3.5.1.4. Individuals receive the information he/she needs to make informed decisions.

3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.

3.5.1.7. Individuals' rights are affirmed and protected.

3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.

3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

3.6.1.4. Agrees not to bill or invoice clients and/or their families.

3.6.1.5. Agrees that all donations support the program for which donations were given.

3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.



3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.

3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

3.6.2.4. Agrees that all fees support the program for which donations were given.

3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.

3.7. Adult Protection Services

3.7.1. The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.

3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

3.7.4. The Contractor agrees that the payment received from 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 such as in Section 1.3.4, from the individual for those services.

3.8. Referring Clients to Other Services

3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.

3.9. Client Wait Lists

3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

3.9.3. The Contractor shall include at a minimum the following information on its wait list:

3.9.3.1. The individual's full name and date of birth.

3.9.3.2. The name of the service being requested.

3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

3.9.3.5. 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.

3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.

3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

3.9.4.2. Declining mental or physical health of the caregiver.

3.9.4.3. Declining mental or physical health of the individual.

3.9.4.4. Individual has no respite services while living with a caregiver.

3.9.4.5. Length of time on the wait list.

3.9.4.6. 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.

3.9.4.7. 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.

3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

3.10. Criminal Background Check and BEAS State Registry Checks

3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving

services, before the staff member or volunteer begins providing services.

3.10.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

3.11. Grievance and Appeals

3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client.

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent

disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.

4. Staffing

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

4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.

4.1.2. 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.

4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:

4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.

4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.

4.1.5.3. A description of time frames necessary for obtaining staff replacements.

4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.

5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

5.1.1.1. The number of clients served by town and in the aggregate;

5.1.1.2. Total amount of donations collected.

5.1.1.3. Expenses by program service provided.

5.1.1.4. Revenue, by program service provided, by funding source.

5.1.1.5. Total amount of donation and/or fees collected from all individuals.

5.1.1.6. Actual Units served, by program service provided, by funding source.

5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.

5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.

5.1.1.9. Unmet need/waiting list.

5.1.1.10. Lengths of time clients are on a waiting list.

5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.

5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:

5.1.3.1. For home-delivered meals:

5.1.3.1.1. The number of meals served by client and by town.

5.1.3.1.2. The number of meals served in the aggregate; and

5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.

5.1.3.2. For transportation:

5.1.3.2.1. The number of clients served by town and in the aggregate;

5.1.3.2.2. The number of miles in the aggregate;

5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.

6. Performance Measures

6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:

6.1.1. All clients served meet eligibility requirements;

6.1.2. The contractor identified, located and served the people who need and could benefit from services.

6.1.3. The contractor determined and redetermined accurate and timely eligibility

6.1.4. Clients receive services in accordance with their needs.

6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

6.2.1.1. Data

6.2.1.2. Financial records

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

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

6.2.1.5. Scheduled phone access to Contractor principals and staff

6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.

Service Area

The Contractor shall provide services described in Exhibit A, in accordance with the rates in Exhibit B-1 to eligible individuals in the following cities/towns.

- Barrington
- Dover
- Durham
- Farmington
- Lee
- Madbury
- Middleton
- Milton/Milton Mills
- New Durham
- Rochester/E. Rochester/Gonic
- Rollinsford
- Somersworth
- Strafford

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with federal funds. Availability of federal funds is contingent upon meeting the requirements outlined in the:
   - Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3CM, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3HD, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2
   - Catalog of Federal Domestic Assistance #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
   4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
   4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
   4.3. Invoices shall be submitted to:

   Bureau of Elderly and Adult Services Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
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 the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	838	$23.70	$ 19,860.60

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	1,676	$23.70	$ 39,721.20

7/1/2018 through 09/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	419	$23.70	$ 9,930.30

Contractor Initials: EAP
Date: 11/28/16

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.

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

Contractor Initials EAP
Date 11/28/16

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 Division 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)
642 Central Avenue

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

Contractor Name:

11/28/16
Date

EA Arches Parker
Name: Betsey Andrews Parker
Title: 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-I.)

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

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

Contractor Name: Community Action Partnership of Strafford County

11/28/16
Date

Name: Betsey Andrews Parker
Title: 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

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: Community Action Partnership of Strafford County

11/28/16
Date

Name: Betsey Andrews Parker
Title: CEO

Contractor Initials EAP
Date 11/28/16

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.

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

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

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

Contractor Name: Community Action Partnership of Strafford County

11/28/16
Date

Name: Betsey Andrews Parker
Title: CEO

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: Community Action Partnership of Strafford County

11/28/16
Date

Name: Betsey Andrews Parker
Title: CEO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

The State	Community Action Partnership of Strafford County
Maureen Ryan	Betsey Andrews Parker
Signature of Authorized Representative	Signature of Authorized Representative
Maureen Ryan	Betsey Andrews Parker
Name of Authorized Representative	Name of Authorized Representative
Director, OHS	CEO
Title of Authorized Representative	Title of Authorized Representative
11/29/16	11/28/16
Date	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: Community Action Partnership of Strafford County

11/28/16
Date

Name: Betsey Andrews Parker
Title: 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: 099356586

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Nutrition and Transportation Contract

This 2nd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated this 26th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Easter Seals New Hampshire, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), as amended on December 20, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $393,493.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan White, Director of Contracts and Procurement.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit B-1 Amendment #1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #2, Rate Sheet.

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

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

State of New Hampshire
Department of Health and Human Services

1/30/19
Date

Name: Christine Santaniello
Title: Director, DTTSS

Easter Seals New Hampshire, Inc.

1/25/2019
Date

Name: Elin Treanor
Title: CFO

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 1-25-19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Cynthia Ross
Signature of Notary Public or Justice of the Peace

CYNTHIA ROSS, Notary Public
My Commission Expires March 12, 2019

Name and Title of Notary or Justice of the Peace

My Commission Expires: 3/12/19

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

OFFICE OF THE ATTORNEY GENERAL

1/31/19
Date

Name: Megan A. Yost
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Rate Sheet
Amendment #2

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	2,274	$23.70		$ 53,893.80
			Subtotal		*$ 53,893.80*

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	4,548	$24.89		$ 113,199.72
			Subtotal		*$ 113,199.72*

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service 7/1/18-12/31/18	Rate per Service 1/1/19-6/30/19	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	4,548	$24.89	$24.89	$ 113,199.72
			Subtotal		*$ 113,199.72*

7/1/2019 through 06/30/2020 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	4,548	$24.89		$ 113,199.72
			Subtotal		*$ 113,199.72*

Total		$ 393,492.96

Contractor Initials: EG
Date: 12/5/2019

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61290
Certificate Number : 0004080279

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Easter Seals of New Hampshire.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 11, 2018:
(Date)

RESOLVED: That the Chief Financial Officer 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 25th day of January, 2019.
(Date Contract Signed)

4. Elin Treanor is the duly elected Chief Financial Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 25th day of Jan., 2019,

By Betty Burke.
(Name of Elected Officer of the Agency)

Cynthia Goss
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

CYNTHIA GOSS, Notary Public
My Commission Expires March 12, 2019

Commission Expires: _____

Client#: 497072 EASTESEA7

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/17/2018

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURED Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	PHPK1866633	09/01/2018	09/01/2019	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X Professional Liab						MED EXP (Any one person)	$6,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	PHPK1866629	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	PHUB643260	09/01/2018	09/01/2019	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$15,000,000
	DED X RETENTION $ $10K							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	EDP			PHPK1866633	09/01/2018	09/01/2019	$1,619,050 $500 Deductible Special Form Incl Theft	

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

Supplemental Names:Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., & The Homemakers Health Services. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the (See Attached Descriptions)

CERTIFICATE HOLDER

State of NH
NH Dept. of Health & Human Srvcs, Bur. of Elderly & Adult Srvcs, Catherine Cormier, Contract Admin.
129 Pleasant St.
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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JXDZP

DESCRIPTIONS (Continued from Page 1)

above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.

RE: Transportation

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2018

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

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

PRODUCER	CONTACT NAME: Moira Crosby	
Hays Companies 133 Federal Street, 4th Floor Boston MA 02110	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: mcrosby@hayscompanies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The North River Insurance Company	21105
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19-20 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		406-731852-9	1/1/2019	1/1/2020	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER

NH Department of Health and Human Service
Bureau of Elderly and Adult Services
129 Pleasant St.
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James Hays/MCROSB

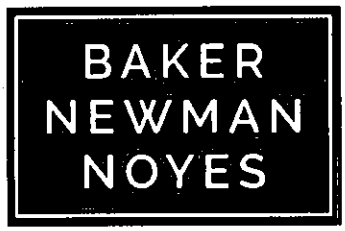
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Mission:

Easterseals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.



Easter Seals New Hampshire, Inc. and Subsidiaries

Consolidated Financial Statements and
Other Financial Information

Years Ended August 31, 2018 and 2017
With Independent Auditors' Report

Baker Newman & Noyes LLC
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800.244.7444 | www.bnncpa.com

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION

For the Years Ended August 31, 2018 and 2017

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2018 and 2017, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 4, 2018, on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Easter Seals New Hampshire's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 4, 2018

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2018 and 2017

	2018	2017
ASSETS		
Current assets:		
Cash and cash equivalents	$ 2,365,508	$ 3,619,043
Short-term investments, at fair value	3,002,574	2,816,344
Program, and other accounts receivable, less contractual allowance of $12,719,900 in 2018, and $8,302,300 in 2017, and allowance for doubtful accounts of $2,377,500 in 2018 and $2,004,100 in 2017	11,083,589	9,306,185
Contributions receivable, less allowance for doubtful accounts of $66,600 in 2018 and $87,500 in 2017	495,957	582,508
Current portion of assets limited as to use	894,523	1,566,680
Prepaid expenses and other current assets	431,780	432,857
Total current assets	18,273,931	18,323,617
Assets limited as to use, net of current portion	1,660,727	1,523,728
Fixed assets, net	28,795,786	28,448,341
Investments, at fair value	12,777,572	12,027,698
Beneficial interest in trust held by others and other assets	206,608	458,909
	$61,714,624	$60,782,293
LIABILITIES AND NET ASSETS		
Current liabilities:		
Line of credit	$ 610,319	$ –
Accounts payable	2,722,563	2,417,236
Accrued expenses	5,334,857	4,773,612
Deferred revenue	704,650	1,683,805
Current portion of capital lease obligation	–	20,995
Current portion of interest rate swap agreements	244,261	348,636
Current portion of long-term debt	1,241,671	2,008,973
Total current liabilities	10,858,321	11,253,257
Other liabilities	1,660,727	1,417,860
Interest rate swap agreements, less current portion	1,528,323	2,293,037
Long-term debt, less current portion, net	21,049,598	22,285,106
Total liabilities	35,096,969	37,249,260
Net assets:		
Unrestricted	19,284,594	15,834,922
Temporarily restricted	2,259,129	2,683,135
Permanently restricted	5,073,932	5,014,976
Total net assets	26,617,655	23,533,033
	$61,714,624	$60,782,293

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2018

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Public support and revenue:				
Public support:				
Contributions, net	$ 1,342,659	$ 631,087	$ 51,350	$ 2,025,096
Special events, net of related direct costs of $1,027,034	–	1,954,318	–	1,954,318
Annual campaigns, net of related direct costs of $117,055	324,504	56,838	–	381,342
Bequests	138,000	–	–	138,000
Net assets released from restrictions	3,157,024	(3,157,024)	–	–
Total public support	4,962,187	(514,781)	51,350	4,498,756
Revenue:				
Fees and grants from governmental agencies and others, net	63,635,700	–	–	63,635,700
Other grants	22,473,591	–	–	22,473,591
Dividend and interest income	575,571	15,711	–	591,282
Rental income	27,050	–	–	27,050
Other	122,688	–	–	122,688
Total revenue	86,834,600	15,711	–	86,850,311
Total public support and revenue	91,796,787	(499,070)	51,350	91,349,067
Operating expenses:				
Program services:				
Public health education	254,896	–	–	254,896
Professional education	23,007	–	–	23,007
Direct services	79,618,852	–	–	79,618,852
Total program services	79,896,755	–	–	79,896,755
Supporting services:				
Management and general	8,566,845	–	–	8,566,845
Fundraising	1,142,077	–	–	1,142,077
Total supporting services	9,708,922	–	–	9,708,922
Total functional expenses	89,605,677	–	–	89,605,677
Support of National programs	39,036	–	–	39,036
Total operating expenses	89,644,713	–	–	89,644,713
Increase (decrease) in net assets from operations	2,152,074	(499,070)	51,350	1,704,354

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2018

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Other non-operating expenses, gains and losses:				
Change in fair value of interest rate swaps	$ 869,089	$ –	$ –	$ 869,089
Net unrealized and realized gains on investments	477,782	75,633	–	553,415
Increase in fair value of beneficial interest in trust held by others	–	–	7,606	7,606
Loss on sales and disposals of fixed assets	(9,100)	–	–	(9,100)
Other non-operating losses	(31,893)	(569)	–	(32,462)
	1,305,878	75,064	7,606	1,388,548
Increase (decrease) in net assets before effects of discontinued operations	3,457,952	(424,006)	58,956	3,092,902
Loss from discontinued operations – see note 14	(8,280)	–	–	(8,280)
Total increase (decrease) in net assets	3,449,672	(424,006)	58,956	3,084,622
Net assets at beginning of year	15,834,922	2,683,135	5,014,976	23,533,033
Net assets at end of year	$19,284,594	$ 2,259,129	$5,073,932	$26,617,655

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2017

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Public support and revenue:				
Public support:				
Contributions, net	$ 312,482	$ 2,025,590	$ 108,733	$ 2,446,805
Special events, net of related direct costs of $911,140	160,995	1,550,279	–	1,711,274
Annual campaigns, net of related direct costs of $115,846	259,979	62,056	–	322,035
Bequests	288,456	–	–	288,456
Net assets released from restrictions	2,278,674	(2,278,674)	–	–
Total public support	3,300,586	1,359,251	108,733	4,768,570
Revenue:				
Fees and grants from governmental agencies and others, net	61,041,718	–	–	61,041,718
Other grants	21,339,214	–	–	21,339,214
Dividend and interest income	546,014	10,746	–	556,760
Rental income	27,225	–	–	27,225
Other	132,189	–	–	132,189
Total revenue	83,086,360	10,746	–	83,097,106
Total public support and revenue	86,386,946	1,369,997	108,733	87,865,676
Operating expenses:				
Program services:				
Public health education	280,174	–	–	280,174
Professional education	30,599	–	–	30,599
Direct services	76,585,361	–	–	76,585,361
Total program services	76,896,134	–	–	76,896,134
Supporting services:				
Management and general	7,879,911	–	–	7,879,911
Fundraising	1,314,200	–	–	1,314,200
Total supporting services	9,194,111	–	–	9,194,111
Total functional expenses	86,090,245	–	–	86,090,245
Support of National programs	38,326	–	–	38,326
Total operating expenses	86,128,571	–	–	86,128,571
Increase in net assets from operations	258,375	1,369,997	108,733	1,737,105

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2017

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Other non-operating expenses, gains and losses:				
Change in fair value of interest rate swaps	$ 846,306	$ –	$ –	$ 846,306
Net unrealized and realized gains on investments	426,221	68,662	–	494,883
Increase in fair value of beneficial interest in trust held by others	–	–	6,743	6,743
Loss on extinguishment of debt – see note 10	(63,031)	–	–	(63,031)
Loss on sales and disposals of fixed assets	(3,146)	–	–	(3,146)
Other non-operating (losses) gains	(10,987)	570	–	(10,417)
	1,195,363	69,232	6,743	1,271,338
Increase in net assets before effects of discontinued operations	1,453,738	1,439,229	115,476	3,008,443
Loss from discontinued operations – see note 14	(37,731)	–	–	(37,731)
Total increase in net assets	1,416,007	1,439,229	115,476	2,970,712
Net assets at beginning of year	14,418,915	1,243,906	4,899,500	20,562,321
Net assets at end of year	$ 15,834,922	$ 2,683,135	$ 5,014,976	$ 23,533,033

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2018

	Program Services [1]				Supporting Services [1]			Total Program [1] and Supporting Services Expenses	
	Public Health Education	Profes-sional Education	Direct Services	Total	Manage-ment and General	Fund-Raising	Total	2018	2017
Salaries and related expenses	$154,060	$ –	$61,117,128	$61,271,188	$5,640,588	$ 795,150	$6,435,738	$67,706,926	$64,079,038
Professional fees	24,294	–	6,805,177	6,829,471	1,788,439	179,045	1,967,484	8,796,955	8,622,061
Supplies	5,740	–	2,316,899	2,322,639	59,138	34,427	93,565	2,416,204	2,237,582
Telephone	322	–	407,445	407,767	214,507	3,538	218,045	625,812	618,922
Postage and shipping	4,155	–	21,029	25,184	20,926	8,648	29,574	54,758	61,251
Occupancy	–	–	2,137,530	2,137,530	328,405	61,165	389,570	2,527,100	2,344,933
Outside printing, artwork and media	13,131	–	16,639	29,770	3,206	17,718	20,924	50,694	85,288
Travel	377	–	2,364,492	2,364,869	21,991	5,703	27,694	2,392,563	2,331,929
Conventions and meetings	25,854	23,007	170,210	219,071	16,649	22,009	38,658	257,729	257,381
Specific assistance to individuals	–	–	1,121,594	1,121,594	8,599	–	8,599	1,130,193	1,122,534
Dues and subscriptions	–	–	18,734	18,734	43,834	2,920	46,754	65,488	37,212
Minor equipment purchases and equipment rental	835	–	265,539	266,374	93,885	3,568	97,453	363,827	350,979
Ads, fees and miscellaneous	26,128	–	355,489	381,617	18,373	4,281	22,654	404,271	432,543
Interest	–	–	829,763	829,763	194,859	–	194,859	1,024,622	986,384
Impairment	–	–	–	–	–	–	–	–	767,632
Depreciation and amortization	–	–	1,671,184	1,671,184	113,446	3,905	117,351	1,788,535	1,754,576
	$254,896	$23,007	$79,618,852	$79,896,755	$8,566,845	$1,142,077	$9,708,922	$89,605,677	$86,090,245
	0.28%	0.03%	88.85%	89.16%	9.56%	1.28%	10.84%	100.00%	100.00%

[1] Excludes expenses related to discontinued operations – see note 14.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2017

	Program Services [1]				Supporting Services [1]			Total Program [1] and Supporting Services Expenses
	Public Health Education	Profes-sional Education	Direct Services	Total	Manage-ment and General	Fund-Raising	Total	2017
Salaries and related expenses	$164,816	$ –	$57,633,534	$57,798,350	$5,291,100	$ 989,588	$6,280,688	$64,079,038
Professional fees	49,613	–	6,980,655	7,030,268	1,453,388	138,405	1,591,793	8,622,061
Supplies	4,514	–	2,133,879	2,138,393	58,328	40,861	99,189	2,237,582
Telephone	108	–	420,160	420,268	194,042	4,612	198,654	618,922
Postage and shipping	5,503	–	26,188	31,691	15,258	14,302	29,560	61,251
Occupancy	–	–	2,002,857	2,002,857	285,179	56,897	342,076	2,344,933
Outside printing, artwork and media	16,940	–	34,198	51,138	7,694	26,456	34,150	85,288
Travel	491	–	2,293,457	2,293,948	23,797	14,184	37,981	2,331,929
Conventions and meetings	20,911	30,599	184,289	235,799	7,697	13,885	21,582	257,381
Specific assistance to individuals	–	–	1,102,877	1,102,877	19,657	–	19,657	1,122,534
Dues and subscriptions	–	–	27,749	27,749	8,407	1,056	9,463	37,212
Minor equipment purchases and equipment rental	59	–	265,596	265,655	83,969	1,355	85,324	350,979
Ads, fees and miscellaneous	16,999	–	275,784	292,783	130,640	9,120	139,760	432,543
Interest	–	–	781,743	781,743	204,641	–	204,641	986,384
Impairment	–	–	767,632	767,632	–	–	–	767,632
Depreciation and amortization	220	–	1,654,763	1,654,983	96,114	3,479	99,593	1,754,576
	$280,174	$30,599	$76,585,361	$76,896,134	$7,879,911	$1,314,200	$9,194,111	$86,090,245
	0.33%	0.04%	88.95%	89.32%	9.15%	1.53%	10.68%	100.00%

[1] Excludes expenses related to discontinued operations – see note 14.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2018 and 2017

	2018	2017
Cash flows from operating activities:		
Increase in net assets	$ 3,084,622	$ 2,970,712
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,788,535	1,754,576
Impairment	–	767,632
Bad debt provision	1,640,474	2,284,863
Bond issuance costs amortization	6,109	5,069
Increase in fair value of beneficial interest in trust held by others	(7,606)	(6,743)
Net loss (gain) on sales and disposals of fixed assets	9,100	(3,329)
Loss on extinguishment of debt	–	63,031
Change in fair value of interest rate swaps	(869,089)	(846,306)
Net unrealized and realized gains on investments	(553,415)	(494,883)
Temporarily restricted contributions	(631,087)	(2,025,590)
Permanently restricted contributions	(51,350)	(108,733)
Changes in operating assets and liabilities:		
Program and other accounts receivable	(3,417,878)	(2,350,573)
Contributions receivable	86,551	468,453
Prepaid expenses and other current assets	1,076	31,026
Other assets	259,908	(363,547)
Accounts payable and accrued expenses	866,572	275,628
Deferred revenue	(979,155)	(41,683)
Other liabilities	242,867	225,770
Net cash provided by operating activities	1,476,234	2,605,373
Cash flows from investing activities:		
Purchases of fixed assets	(2,145,080)	(4,467,192)
Proceeds from sale of fixed assets and property held for sale	–	290,155
Change in investments, net	(382,689)	(200,721)
Change in assets limited as to use	535,158	(1,568,325)
Net cash used by investing activities	(1,992,611)	(5,946,083)
Cash flows from financing activities:		
Repayment of long-term debt and capital lease obligation	(2,029,914)	(18,950,657)
Issuance of long-term debt, net of bond issuance costs	–	22,081,045
Borrowings on lines of credit	610,319	–
Temporarily restricted contributions	631,087	2,025,590
Permanently restricted contributions	51,350	108,733
Net cash (used) provided by financing activities	(737,158)	5,264,711

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2018 and 2017

	2018	2017
(Decrease) increase in cash and cash equivalents	$ (1,253,535)	$ 1,924,001
Cash and cash equivalents, beginning of year	3,619,043	1,695,042
Cash and cash equivalents, end of year	$ 2,365,508	$ 3,619,043
Supplemental disclosure of cash flow information:		
Interest paid	$ 1,023,000	$ 942,000

See accompanying notes.

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals Maine, Inc. (Easter Seals ME); The Harbor Schools Incorporated (Harbor Schools) through August 31, 2018 (see note 14); Manchester Alcoholism Rehabilitation Center; and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

Effective October 26, 2016, Agency Realty, Inc. was dissolved and all properties were transferred to Easter Seals New Hampshire, Inc.

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, Maine, and Vermont.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. As of August 31, 2018 and 2017, approximately $2,277,000 and $1,705,000, respectively, of cash and cash equivalents, and approximately $3,003,000 and $2,816,000, respectively, of investments were on-hand under this practice. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals NH's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of $2,847,749 and $2,816,344 as of August 31, 2018 and 2017, respectively.

2. **Summary of Significant Accounting Policies (Continued)**

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in permanently restricted net assets, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as permanently restricted activity.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements and the carrying value of equipment financed by capital leases are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. See also note 7.

Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment.

Amortization expense recognized in 2017 totaled $33,131 related to a patient list obtained in the acquisition of Webster Place in 2012 (in May 2013, Webster Place was merged with Manchester Alcoholism Rehabilitation Center).

2. Summary of Significant Accounting Policies (Continued)

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Based on current facts, estimates and assumptions, management believed that the patient list was impaired in 2017 and recorded $132,521 in impairment to write-off the remaining book value. Additionally, management believed that certain fixed assets were impaired in 2017 and recorded $635,111 in impairment related to those long-term assets. No other long-lived assets were deemed impaired at August 31, 2018 and 2017.

Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2018 and 2017 was $6,109 and $5,069 respectively. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statement of financial position.

Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectability of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2018 and 2017 totaled $1,640,474 and $2,284,863 respectively, and is recorded against fees and grants from governmental agencies and others and contributions. The decrease in bad debt provision in 2018 is due to a shift to third-party payors for services provided by Manchester Alcoholism Rehabilitation Center and changes in payor mix. See also note 5.

2. **Summary of Significant Accounting Policies (Continued)**

Easter Seals NH has agreements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. Contractual allowances for program and other accounts receivable at August 31, 2018 and 2017 were $12,719,900 and $8,302,300, respectively. The total contractual adjustments provided in 2018 and 2017 totaled $50,711,300 and $42,812,400, respectively, and are recorded against fees and grants from governmental agencies and others. The increase in contractual adjustments in 2017 and 2018 are primarily due to growth in services provided by Manchester Alcoholism Rehabilitation Center and an increase in services being covered by third-party payors.

Unconditional contributions are recognized when pledged.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately $8,642,000 and $6,701,000 for the years ended August 31, 2018 and 2017, respectively.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, Easter Seals VT, Harbor Schools and Manchester Alcoholism Rehabilitation Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Agency Realty, Inc., through to the date of its dissolution (see note 1) received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

2. Summary of Significant Accounting Policies (Continued)

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for the allowance for doubtful accounts, contractual allowances, workers' compensation liabilities and contingencies.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 10. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2018 and 2017, Easter Seals NH had recognized a liability of $1,772,584 and $2,641,673, respectively, as a result of the interest rate swap agreements discussed in note 10. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an increase in net assets of $869,089 and $846,306 for the years ended August 31, 2018 and 2017, respectively, in the accompanying consolidated statements of activity and changes in net assets.

Increase in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales and disposals of fixed assets, and net realized and unrealized gains and losses on investments.

2. Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

In May 2014, the FASB issued No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which Easter Seals NH expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance when it becomes effective. ASU 2014-09 is effective for Easter Seals NH on September 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. Management is currently evaluating the impact that ASU 2014-09 will have on Easter Seals NH's consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842),* which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for Easter Seals NH beginning September 1, 2020, with early adoption permitted. The guidance may be adopted retrospectively. Management is currently evaluating the impact this guidance will have on Easter Seals NH's consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). Under ASU 2016-14, there is a change in presentation and disclosure requirements for not-for-profit entities to provide more relevant information about their resources (and the changes in those resources) to donors, grantors, creditors, and other users. These include qualitative and quantitative requirements in net asset classes, investment return, expenses, liquidity and availability of resources and presentation of operating cash flows. ASU 2016-14 is effective for Easter Seals NH on September 1, 2018. Management is currently evaluating the impact of the pending adoption of ASU 2016-14 on Easter Seals NH's consolidated financial statements.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made.* Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for Easter Seals NH on September 1, 2019, with early adoption permitted. Easter Seals NH is currently evaluating the impact that ASU 2018-08 will have on its consolidated financial statements.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 4, 2018, the date these consolidated financial statements were available to be issued. See also note 15.

3. Classification of Net Assets

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by Easter Seals NH has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions. Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals NH in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds at August 31, 2018 and 2017 are as follows:

	Temporarily Restricted	Permanently Restricted	Total
2018			
Camping program	$ 4,760	$ 365,969	$ 370,729
Other programs	61,066	464,175	525,241
Operations	–	4,055,536	4,055,536
Total endowment net assets	$65,826	$4,885,680	$4,951,506
2017			
Camping program	$ 4,052	$ 365,969	$ 370,021
Other programs	52,585	430,204	482,789
Operations	–	3,994,823	3,994,823
Total endowment net assets	$56,637	$4,790,996	$4,847,633

3. Classification of Net Assets (Continued)

Changes in Endowment Net Assets

During the years ended August 31, 2018 and 2017, Easter Seals NH had the following endowment-related activities:

	Temporarily Restricted	Permanently Restricted	Total
Net endowment assets, August 31, 2016	$ 15,046	$4,640,631	$4,655,677
Investment return:			
Investment income, net of fees	25,641	–	25,641
Net appreciation (realized and unrealized)	20,017	–	20,017
Contributions	–	150,365	150,365
Appropriated for expenditure	(4,067)	–	(4,067)
Net endowment assets, August 31, 2017	56,637	4,790,996	4,847,633
Investment return:			
Investment income, net of fees	75,165	–	75,165
Net appreciation (realized and unrealized)	25,632	–	25,632
Contributions	–	94,684	94,684
Appropriated for expenditure	(91,608)	–	(91,608)
Net endowment assets, August 31, 2018	$ 65,826	$4,885,680	$4,951,506

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2018 and 2017 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total Non-Endowment Net Assets
2018				
Veterans program	$ –	$1,129,223	$ –	$ 1,129,223
Other programs	–	291,994	–	291,994
Operations	19,284,594	772,086	188,252	20,244,932
Total non-endowment net assets	$19,284,594	$2,193,303	$188,252	$21,666,149
2017				
Veterans program	$ –	$ 715,361	$ –	$ 715,361
Other programs	–	184,462	–	184,462
Operations	15,834,922	1,726,675	223,980	17,785,577
Total non-endowment net assets	$15,834,922	$2,626,498	$223,980	$18,685,400

3. Classification of Net Assets (Continued)

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2018 or 2017.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

4. Contributions Receivable

Contributions receivable from donors as of August 31, 2018 and 2017 are $599,597 and $946,055, respectively, net of an allowance for doubtful accounts of $66,600 and $87,500, respectively. The long-term portion of contributions receivable are recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2018:

2019	$562,557
2020	63,940
2021	36,200
2022	3,500
	$666,197

5. Manchester Alcoholism Rehabilitation Center Revenues

Revenues related to providing health services are recorded net of contractual allowances, discounts and any provision for bad debts. Substantially all such adjustments in 2018 and 2017 are related to Manchester Alcoholism Rehabilitation Center. An estimated breakdown of Manchester Alcoholism Rehabilitation Center's revenue, net of contractual allowances, discounts and provision for bad debts recorded in fees and grants from governmental agencies and others recognized in 2018 and 2017 from major payor sources, is as follows:

	Gross Revenues	Contractual Allowances and Discounts	Provision for Bad Debts	Revenues, Net
2018				
Private payors (includes coinsurance and deductibles)	$33,571,171	$(20,973,855)	$(1,057,046)	$11,540,270
Medicaid	31,615,594	(27,988,142)	(148,056)	3,479,396
Medicare	85,060	(8,159)	–	76,901
Self-pay	275,991	(168,460)	(85,872)	21,659
	$65,547,816	$(49,138,616)	$(1,290,974)	$15,118,226
2017				
Private payors (includes coinsurance and deductibles)	$33,264,634	$(21,055,057)	$(1,855,504)	$10,354,073
Medicaid	23,941,745	(20,604,836)	(164,539)	3,172,370
Medicare	577,683	(18,639)	(87)	558,957
Self-pay	632,930	(98,180)	(209,128)	325,622
	$58,416,992	$(41,776,712)	$(2,229,258)	$14,411,022

6. Leases

Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately $1,016,000 and $1,046,000 for the years ended August 31, 2018 and 2017, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2018, through the remaining contractual term of the underlying lease agreements, are as follows:

2019	$741,937
2020	456,177
2021	311,365
2022	224,162
2023	31,706

6. Leases (Continued)

Capital

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. This lease ended in 2018. Payments made under this agreement for the years ended August 31, 2018 and 2017 were $20,995 and $60,617, respectively. The assets are fully amortized as of August 31, 2018. The carrying value of assets recorded under the capital lease totaled $17,533, net of accumulated amortization of $161,286 at August 31, 2017. Amortization expense related to the above capital lease is a component of depreciation expense in the accompanying consolidated statements of functional expenses. Interest expense recognized on the capital lease in 2018 and 2017 was insignificant.

7. Fixed Assets

Fixed assets consist of the following at August 31:

	2018	2017
Buildings	$ 30,906,387	$ 27,501,343
Land and land improvements	3,331,184	2,989,333
Leasehold improvements	140,442	120,539
Office equipment and furniture	9,380,281	8,609,250
Vehicles	2,641,876	2,750,511
Construction in progress	177,686	2,806,165
	46,577,856	44,777,141
Less accumulated depreciation and amortization	(17,782,070)	(16,328,800)
	$ 28,795,786	$ 28,448,341

Depreciation and amortization expense related to fixed assets totaled $1,788,535 and $1,721,445 in 2018 and 2017, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately $1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for $1. The contribution representing the fair value of the building was recorded as deferred revenue at August 31, 2017. As of December 2017 the terms of the donation were met and Easter Seals NH recognized the remaining balance of $937,292 in unrestricted contributions.

8. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	2018	2017
Cash and cash equivalents	$ 1,200,834	$ 1,873,318
Marketable equity securities	1,716,059	1,450,878
Mutual funds	14,084,488	13,244,995
Corporate and foreign bonds	873,487	940,042
Government and agency securities	460,528	425,217
	18,335,396	17,934,450
Less: assets limited as to use	(2,555,250)	(3,090,408)
Total investments, at fair value	$15,780,146	$14,844,042

The composition of assets limited as to use at August 31, 2018 and 2017 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	2018	2017
Under a deferred compensation plan (see note 9):		
Investments	$1,660,727	$1,417,727
Maintained in escrow to make required payments on revenue bonds (see note 10):		
Cash and cash equivalents	894,523	1,672,681
Total assets limited as to use	$2,555,250	$3,090,408

The principal components of investment income and net realized and unrealized gains included in continuing operations and other non-operating expenses, gains and losses are summarized below.

	2018	2017
Unrestricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	$ 575,571	$ 546,014
Net unrealized gains	164,958	305,131
Net realized gains	312,824	121,090
	1,053,353	972,235
Restricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	15,711	10,746
Net unrealized gains	14,335	51,569
Net realized gains	61,298	17,093
	91,344	79,408
	$1,144,697	$1,051,643

9. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 2% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately $579,000 and $479,000 for the years ended August 31, 2018 and 2017, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately $99,500 and $106,000 to this plan during the years ended August 31, 2018 and 2017, respectively. The assets and liabilities associated with this plan were $1,660,727 and $1,417,727 at August 31, 2018 and 2017, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

10. Borrowings

Borrowings consist of the following at August 31:

	2018	2017
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR, plus (b) 0.6501 times 2.45% (2.95% at August 31, 2018), due in annual principal payments increasing from $40,417 to $62,917 with a final payment of $6,875,413 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	$12,226,664	$12,705,000
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from $15,810 to $21,180 with a final payment of $5,404,249 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	7,724,289	9,052,520
Various notes payable to a bank with fixed interest rates ranging from 2.24% to 2.50%, various principal and interest payments ranging from $111 to $2,923 payable monthly through dates ranging from September 2018 through September 2021, secured by vehicles with a net book value of $267,979 at August 31, 2018.	179,929	312,440

10. Borrowings (Continued)

	2018	2017
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of $12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of $4,883,943 at August 31, 2018.	$ 2,285,333	$ 2,355,174
	22,416,215	24,425,134
Less current portion	1,241,671	2,008,973
Less net unamortized bond issuance costs	124,946	131,055
	$21,049,598	$22,285,106

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2019	$ 1,241,671
2020	857,166
2021	881,731
2022	876,813
2023	914,374
Thereafter	17,644,460
	$22,416,215

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. had an agreement with a bank for a $500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 were converted to various term notes secured by vehicles, as described above. Included in long-term debt are three notes payable totaling $7,185 and four notes payable totaling $58,244 at August 31, 2018 and 2017, respectively.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a $500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are twenty-four notes payable totaling $172,744 and twenty-five notes payable totaling $254,196 at August 31, 2018 and 2017, respectively, that originated under this agreement. Availability under this agreement at August 31, 2018 and 2017 is $327,256 and $245,804, respectively.

10. Borrowings (Continued)

On August 31, 2015, Easter Seals NH entered into a revolving line of credit with a bank. Borrowing availability is up to $4 million (a portion of which is secured by available letters of credit of $38,000). Outstanding advances are due on demand. The interest rate charged on outstanding borrowings was at LIBOR rounded up to the nearest one-eighth of one percent plus 2.25%, subsequently amended twice (once in January 2017 to LIBOR rounded up to the nearest one-eighth of one percent plus 2.10% and in May 2018 to LIBOR rounded up to the nearest one-eighth of one percent plus 1.90%) (4.03% at August 31, 2018). Under an event of default, the interest rate will increase from LIBOR plus 1.90% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals VT and Manchester Alcoholism Rehabilitation Center. The agreement requires that collective borrowings under the line of credit be reduced to $1,000,000 for 30 consecutive days during each calendar year. Amounts outstanding under this revolving line of credit agreement at August 31, 2018 were $610,319. There was no outstanding balance at August 31, 2017.

NHHEFA 2016A and 2016B Revenue Bonds

On December 20, 2016, Easter Seals NH issued $13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds.

Also, on December 20, 2016, Easter Seals NH issued $9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

In connection with the refinancing of the 2004A revenue bonds in 2017, Easter Seals NH incurred a loss on extinguishment of debt totaling $63,031, primarily related to the write-off of certain unamortized bond issuance costs.

Mortgage Notes Payable

On February 18, 2015, Easter Seals NH and Manchester Alcoholism Rehabilitation Center entered into a $2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are $12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

Interest Rate Swap Agreement

Easter Seals NH has an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. On December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 0.67 to LIBOR times 0.6501. The swap agreement had an outstanding notional amount of $12,226,664 and $12,705,000 at August 31, 2018 and 2017, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

10. Borrowings (Continued)

The fair value of the above interest rate swap agreement totaled $1,772,584 and $2,641,673 at August 31, 2018 and 2017, respectively, $244,261 and $348,636 of which was current at August 31, 2018 and 2017, respectively. During the years ended August 31, 2018 and 2017 net payments required by the agreement totaled $323,938 and $401,992, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 13 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2018, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

11. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

12. Related Party Transactions

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were $39,036 and $38,326 for the years ended August 31, 2018 and 2017, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

13. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

13. Fair Value of Financial Instruments (Continued)

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2018 and 2017.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

13. Fair Value of Financial Instruments (Continued)

At August 31, 2018 and 2017, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	Level 1	Level 2	Level 3	Total
2018				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	$ 1,200,834	$ –	$ –	$ 1,200,834
Marketable equity securities:				
Large-cap	1,182,262	–	–	1,182,262
International	533,797	–	–	533,797
Mutual funds, open-ended:				
Short-term fixed income	4,387,471	–	–	4,387,471
Intermediate-term bond fund	1,037,110	–	–	1,037,110
High yield bond fund	81,169	–	–	81,169
Foreign bond	30,620	–	–	30,620
Government securities	377,563	–	–	377,563
Emerging markets bond	56,094	–	–	56,094
International equities	1,091,145	–	–	1,091,145
Domestic, large-cap	1,113,968	–	–	1,113,968
Domestic, small-cap	269,615	–	–	269,615
Domestic, multi alt	736,276	–	–	736,276
Real estate fund	197,057	–	–	197,057
Mutual funds, closed-ended:				
Domestic, large-cap	3,172,644	–	–	3,172,644
Domestic, mid-cap	588,528	–	–	588,528
Domestic, small-cap	428,019	–	–	428,019
International equity	517,209	–	–	517,209
Corporate and foreign bonds	–	873,487	–	873,487
Government and agency securities	–	460,528	–	460,528
	$17,001,381	$1,334,015	$ –	$18,335,396
Beneficial interest in trust held by others:				
Money market funds	$ 7,096	$ –	$ –	$ 7,096
Marketable equity securities:				
Large-cap	71,948	–	–	71,948
Mutual funds:				
Domestic fixed income	–	23,924	–	23,924
	$ 79,044	$ 23,924	$ –	$ 102,968
Liabilities:				
Interest rate swap agreement	$ –	$ –	$1,772,584	$ 1,772,584

13. Fair Value of Financial Instruments (Continued)

	Level 1	Level 2	Level 3	Total
2017				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	$ 1,873,318	$ –	$ –	$ 1,873,318
Marketable equity securities:				
Large-cap	1,139,744	–	–	1,139,744
International	311,134	–	–	311,134
Mutual funds, open-ended:				
Short-term fixed income	4,254,127	–	–	4,254,127
Intermediate-term bond fund	1,098,931	–	–	1,098,931
High yield bond fund	52,926	–	–	52,926
Foreign bond	34,863	–	–	34,863
Government securities	491,892	–	–	491,892
Emerging markets bond	64,867	–	–	64,867
International equities	977,737	–	–	977,737
Domestic, large-cap	859,050	–	–	859,050
Domestic, small-cap	339,680	–	–	339,680
Domestic, multi alt	861,055	–	–	861,055
Real estate fund	188,220	–	–	188,220
Mutual funds, closed-ended:				
Domestic, large-cap	2,949,475	–	–	2,949,475
Domestic, mid-cap	499,421	–	–	499,421
Domestic, small-cap	240,364	–	–	240,364
Fixed Income and bond	4,577	–	–	4,577
International equity	327,810	–	–	327,810
Corporate and foreign bonds	–	940,042	–	940,042
Government and agency securities	–	425,217	–	425,217
	$16,569,191	$1,365,259	$ –	$17,934,450
Beneficial interest in trust held by others:				
Money market funds	$ 7,943	$ –	$ –	$ 7,943
Marketable equity securities:				
Large-cap	66,063	–	–	66,063
Mutual funds:				
Domestic fixed income	–	21,357	–	21,357
	$ 74,006	$ 21,357	$ –	$ 95,363
Liabilities:				
Interest rate swap agreement	$ –	$ –	$2,641,673	$ 2,641,673

13. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2018 and 2017:

	Interest Rate Swap
Ending balance, August 31, 2016	$ (3,487,979)
Unrealized gain, net	846,306
Ending balance, August 31, 2017	(2,641,673)
Unrealized gain, net	869,089
Ending balance, August 31, 2018	$ (1,772,584)

14. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations, as follows:

- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary. Effective August 31, 2018 the dissolution of Harbor Schools was finalized.

- On June 23 2017, Easter Seals NH sold the last property at 57 Webster Street.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

14. Discontinued Operations (Continued)

The summary statement of financial position for Harbor Schools as of August 31, 2017 was as follows:

	Harbor Schools
Total assets	$201,786
Net assets:	
Unrestricted	149,764
Temporarily restricted	28,196
Permanently restricted	23,826

There were no remaining balances as of August 31, 2018 for Harbor Schools noted above for purposes of summary statement of financial position presentation.

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2018 and 2017 are as follows:

	Harbor Schools		New Hampshire	
	2018	2017	2018	2017
Total public support and revenue	$ 1,203	$ 1,123	$ –	$ –
Operating expenses	–	(10,035)	–	(34,741)
Other non-operating expenses	(1,771)	(553)	–	–
Gain on sale of properties, net	–	–	–	6,475
Loss from discontinued operations	$ (568)	$ (9,465)	$ –	$ (28,266)

In addition, the accompanying consolidated financial statements include losses from various other discontinued operations totaling $7,712 in 2018.

15. Acquisition of The Homemakers Health Services, Inc.

On May 4, 2018, Easter Seals NH entered into a letter of intent to affiliate with The Homemakers Health Services, Inc. (the Organization). On September 1, 2018, Easter Seals NH acquired the Organization for no consideration. The Organization was not controlled by Easter Seals NH prior to this agreement. This affiliation will be accounted for in accordance with generally accepted accounting principles guidance on acquisitions by a not-for-profit entity. The Homemakers Health Services, Inc. had total net operating revenue of approximately $289,000 (unaudited) for the two months ended August 31, 2018, and $2,330,000 for year ended June 30, 2018. The financial position of The Homemakers Health Services, Inc. as of September 1, 2018 (unaudited), is as follows:

	(Unaudited)
Assets:	
Cash and cash equivalents	$ 119,865
Other current assets	148,613
Fixed assets, net	1,030,882
Total assets	$1,299,360
Liabilities:	
Accounts payable	$ 51,250
Accrued expenses and other liabilities	107,746
Debt	125,685
Total liabilities	284,681
Net assets:	
Unrestricted net assets	1,014,679
Total liabilities and net assets	$1,299,360

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2018

ASSETS

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Current assets:						
Cash and cash equivalents	$ 2,327,419	$ 29,169	$ 8,920	$ –	$ –	$ 2,365,508
Short-term investments, at fair value	3,002,574	–	–	–	–	3,002,574
Accounts receivable from affiliates	2,335,205	1,450,563	–	–	(3,785,768)	–
Program and other accounts receivable, net	10,427,498	566,808	89,283	–	–	11,083,589
Contributions receivable, net	492,283	1,020	2,654	–	–	495,957
Current portion of assets limited as to use	894,523	–	–	–	–	894,523
Prepaid expenses and other current assets	389,913	13,440	28,427	–	–	431,780
Total current assets	19,869,415	2,061,000	129,284	–	(3,785,768)	18,273,931
Assets limited as to use, net of current portion	1,641,337	19,390	–	–	–	1,660,727
Fixed assets, net	28,725,627	51,923	18,236	–	–	28,795,786
Investments, at fair value	12,777,572	–	–	–	–	12,777,572
Beneficial interest in trust held by others and other assets	206,608	–	–	–	–	206,608
	$63,220,559	$2,132,313	$ 147,520	$ –	$(3,785,768)	$61,714,624

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Current liabilities:						
Line of credit	$ 610,319	$ –	$ –	$ –	$ –	$ 610,319
Accounts payable	2,709,560	12,816	187	–	–	2,722,563
Accrued expenses	5,295,718	8,054	31,085	–	–	5,334,857
Accounts payable to affiliates	–	–	3,785,768	–	(3,785,768)	–
Deferred revenue	685,999	11,540	7,111	–	–	704,650
Current portion of interest rate swap agreements	244,261	–	–	–	–	244,261
Current portion of long-term debt	1,241,671	–	–	–	–	1,241,671
Total current liabilities	10,787,528	32,410	3,824,151	–	(3,785,768)	10,858,321
Other liabilities	1,641,337	19,390	–	–	–	1,660,727
Interest rate swap agreements, less current portion	1,528,323	–	–	–	–	1,528,323
Long-term debt, less current portion, net	21,049,598	–	–	–	–	21,049,598
Total liabilities	35,006,786	51,800	3,824,151	–	(3,785,768)	35,096,969
Net assets (deficit):						
Unrestricted	20,883,776	2,075,949	(3,675,131)	–	–	19,284,594
Temporarily restricted	2,256,065	4,564	(1,500)	–	–	2,259,129
Permanently restricted	5,073,932	–	–	–	–	5,073,932
Total net assets (deficit)	28,213,773	2,080,513	(3,676,631)	–	–	26,617,655
	$63,220,559	$2,132,313	$ 147,520	$ –	$(3,785,768)	$61,714,624

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2017

ASSETS

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Current assets:						
Cash and cash equivalents	$ 3,589,555	$ 19,385	$ 10,103	$ –	$ –	$ 3,619,043
Short-term investments, at fair value	2,816,344	–	–	–	–	2,816,344
Accounts receivable from affiliates	1,489,181	1,668,124	–	149,764	(3,307,069)	–
Program and other accounts receivable, net	8,599,952	691,294	14,939	–	–	9,306,185
Contributions receivable, net	568,342	920	13,246	–	–	582,508
Current portion of assets limited as to use	1,566,680	–	–	–	–	1,566,680
Prepaid expenses and other current assets	389,372	12,775	30,710	–	–	432,857
Total current assets	19,019,426	2,392,498	68,998	149,764	(3,307,069)	18,323,617
Assets limited as to use, net of current portion	1,511,218	12,510	–	–	–	1,523,728
Fixed assets, net	28,359,254	75,573	13,514	–	–	28,448,341
Investments, at fair value	11,975,676	–	–	52,022	–	12,027,698
Beneficial interest in trust held by others and other assets	458,909	–	–	–	–	458,909
	$61,324,483	$2,480,581	$ 82,512	$201,786	$(3,307,069)	$60,782,293

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Current liabilities:						
Accounts payable	$ 2,388,870	$ 25,812	$ 2,554	$ –	$ –	$ 2,417,236
Accrued expenses	4,750,875	–	22,737	–	–	4,773,612
Accounts payable to affiliates	–	–	3,307,069	–	(3,307,069)	–
Deferred revenue	1,635,253	33,557	14,995	–	–	1,683,805
Current portion of capital lease obligation	20,995	–	–	–	–	20,995
Current portion of interest rate swap agreements	348,636	–	–	–	–	348,636
Current portion of long-term debt	2,008,973	–	–	–	–	2,008,973
Total current liabilities	11,153,602	59,369	3,347,355	–	(3,307,069)	11,253,257
Other liabilities	1,405,350	12,510	–	–	–	1,417,860
Interest rate swap agreements, less current portion	2,293,037	–	–	–	–	2,293,037
Long-term debt, less current portion, net	22,285,106	–	–	–	–	22,285,106
Total liabilities	37,137,095	71,879	3,347,355	–	(3,307,069)	37,249,260
Net assets (deficit):						
Unrestricted	16,553,419	2,401,641	(3,269,902)	149,764	–	15,834,922
Temporarily restricted	2,642,819	7,061	5,059	28,196	–	2,683,135
Permanently restricted	4,991,150	–	–	23,826	–	5,014,976
Total net assets (deficit)	24,187,388	2,408,702	(3,264,843)	201,786	–	23,533,033
	$61,324,483	$2,480,581	$ 82,512	$201,786	$(3,307,069)	$60,782,293

* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2018

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Public support and revenue:						
Public support:						
Contributions, net	$ 1,913,486	$ 28,113	$ 83,497	$ –	$ –	$ 2,025,096
Special events, net	1,898,837	394	55,087	–	–	1,954,318
Annual campaigns, net	371,433	4,761	5,148	–	–	381,342
Bequests	138,000	–	–	–	–	138,000
Total public support	4,321,756	33,268	143,732	–	–	4,498,756
Revenue:						
Fees and grants from governmental agencies and others, net	58,082,135	5,261,341	292,224	–	–	63,635,700
Other grants	21,165,950	1,060,871	246,770	–	–	22,473,591
Dividend and interest income	591,280	2	–	–	–	591,282
Rental income	27,050	–	–	–	–	27,050
Intercompany revenue	741,597	–	–	–	(741,597)	–
Other	110,189	12,475	24	–	–	122,688
Total revenue	80,718,201	6,334,689	539,018	–	(741,597)	86,850,311
Total public support and revenue	85,039,957	6,367,957	682,750	–	(741,597)	91,349,067
Operating expenses:						
Program services:						
Public health education	246,678	7,099	1,119	–	–	254,896
Professional education	23,007	–	–	–	–	23,007
Direct services	72,888,726	6,001,327	761,733	–	(32,934)	79,618,852
Total program services	73,158,411	6,008,426	762,852	–	(32,934)	79,896,755

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Supporting services:						
Management and general	$ 8,536,262	$ 614,425	$ 124,821	$ –	$(708,663)	$ 8,566,845
Fundraising	869,629	73,295	199,153	–	–	1,142,077
Total supporting services	9,405,891	687,720	323,974	–	(708,663)	9,708,922
Total functional expenses	82,564,302	6,696,146	1,086,826	–	(741,597)	89,605,677
Support of National programs	39,036	–	–	–	–	39,036
Total operating expenses	82,603,338	6,696,146	1,086,826	–	(741,597)	89,644,713
Increase (decrease) in net assets from operations	2,436,619	(328,189)	(404,076)	–	–	1,704,354
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swaps	869,089	–	–	–	–	869,089
Net unrealized and realized gains on investments	553,415	–	–	–	–	553,415
Increase in fair value of beneficial interest in trust held by others	7,606	–	–	–	–	7,606
Loss on sales and disposals of fixed assets	(9,100)	–	–	–	–	(9,100)
Other non-operating expenses	(32,462)	–	–	–	–	(32,462)
	1,388,548	–	–	–	–	1,388,548
Loss from discontinued operations	–	–	(7,712)	(568)	–	(8,280)
Increase (decrease) in net assets before effects of dissolution of an affiliate	3,825,167	(328,189)	(411,788)	(568)	–	3,084,622
Dissolution of an affiliate	201,218	–	–	(201,218)	–	–
Total increase (decrease) in net assets	4,026,385	(328,189)	(411,788)	(201,786)	–	3,084,622
Net assets (deficit) at beginning of year	24,187,388	2,408,702	(3,264,843)	201,786	–	23,533,033
Net assets (deficit) at end of year	$28,213,773	$2,080,513	$(3,676,631)	$ –	$ –	$26,617,655

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2017

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Public support and revenue:						
Public support:						
Contributions, net	$ 2,330,292	$ 22,084	$ 94,429	$ –	$ –	$ 2,446,805
Special events, net	1,627,232	3,917	80,125	–	–	1,711,274
Annual campaigns, net	292,955	10,473	18,607	–	–	322,035
Bequests	288,456	–	–	–	–	288,456
Total public support	4,538,935	36,474	193,161	–	–	4,768,570
Revenue:						
Fees and grants from governmental agencies and others, net	54,830,934	5,065,405	1,145,379	–	–	61,041,718
Other grants	19,998,951	1,002,769	337,494	–	–	21,339,214
Dividend and interest income	556,758	2	–	–	–	556,760
Rental income	27,225	–	–	–	–	27,225
Intercompany revenue	759,869	–	–	–	(759,869)	–
Other	129,094	1,000	2,095	–	–	132,189
Total revenue	76,302,831	6,069,176	1,484,968	–	(759,869)	83,097,106
Total public support and revenue	80,841,766	6,105,650	1,678,129	–	(759,869)	87,865,676
Operating expenses:						
Program services:						
Public health education	272,981	7,179	14	–	–	280,174
Professional education	30,599	–	–	–	–	30,599
Direct services	69,254,921	5,620,706	1,751,400	–	(41,666)	76,585,361
Total program services	69,558,501	5,627,885	1,751,414	–	(41,666)	76,896,134

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Supporting services:						
Management and general	$ 7,854,998	$ 551,880	$ 191,236	$ –	$(718,203)	$ 7,879,911
Fundraising	1,039,446	75,463	199,291	–	–	1,314,200
Total supporting services	8,894,444	627,343	390,527	–	(718,203)	9,194,111
Total functional expenses	78,452,945	6,255,228	2,141,941	–	(759,869)	86,090,245
Support of National programs	38,326	–	–	–	–	38,326
Total operating expenses	78,491,271	6,255,228	2,141,941	–	(759,869)	86,128,571
Increase (decrease) in net assets from operations	2,350,495	(149,578)	(463,812)	–	–	(1,737,105
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swaps	846,306	–	–	–	–	846,306
Net unrealized and realized gains on investments	494,883	–	–	–	–	494,883
Increase in fair value of beneficial interest in trust held by others	6,743	–	–	–	–	6,743
Loss on bond refinance	(63,031)	–	–	–	–	(63,031)
Loss on sales and disposals of fixed assets	(3,674)	–	528	–	–	(3,146)
Other non-operating expenses	(10,417)	–	–	–	–	(10,417)
	1,270,810	–	528	–	–	1,271,338
Loss from discontinued operations	(28,266)	–	–	(9,465)	–	(37,731)
Total increase (decrease) in net assets	3,593,039	(149,578)	(463,284)	(9,465)	–	2,970,712
Net assets (deficit) at beginning of year	20,594,349	2,558,280	(2,801,559)	211,251	–	20,562,321
Net assets (deficit) at end of year	$24,187,388	$2,408,702	$(3,264,843)	$201,786	$ –	$23,533,033

* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2018

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Salaries and related expenses	$61,637,499	$5,345,519	$ 723,908	$ –	$ –	$67,706,926
Professional fees	8,697,878	669,966	170,708	–	(741,597)	8,796,955
Supplies	2,371,309	33,136	11,759	–	–	2,416,204
Telephone	574,477	35,251	16,084	–	–	625,812
Postage and shipping	52,277	1,689	792	–	–	54,758
Occupancy	2,293,069	170,645	63,386	–	–	2,527,100
Outside printing, artwork and media	42,146	4,051	4,497	–	–	50,694
Travel	2,061,630	306,760	24,173	–	–	2,392,563
Conventions and meetings	238,764	15,397	3,568	–	–	257,729
Specific assistance to individuals	1,053,536	41,070	35,587	–	–	1,130,193
Dues and subscriptions	64,350	–	1,138	–	–	65,488
Minor equipment purchases- and equipment rental	347,406	14,929	1,492	–	–	363,827
Ads, fees and miscellaneous	357,091	22,997	24,183	–	–	404,271
Interest	1,024,622	–	–	–	–	1,024,622
Depreciation and amortization	1,748,248	34,736	5,551	–	–	1,788,535
	$82,564,302	$6,696,146	$1,086,826	$ –	$(741,597)	$89,605,677

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2017

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Salaries and related expenses	$57,687,981	$4,925,625	$1,465,432	$ –	$ –	$64,079,038
Professional fees	8,463,640	640,027	278,263	–	(759,869)	8,622,061
Supplies	2,180,957	38,894	17,731	–	–	2,237,582
Telephone	566,435	37,125	15,362	–	–	618,922
Postage and shipping	57,742	1,295	2,214	–	–	61,251
Occupancy	2,022,811	154,091	168,031	–	–	2,344,933
Outside printing, artwork and media	71,825	6,754	6,709	–	–	85,288
Travel	1,990,758	313,059	28,112	–	–	2,331,929
Conventions and meetings	214,857	31,141	11,383	–	–	257,381
Specific assistance to individuals	1,025,235	33,829	63,470	–	–	1,122,534
Dues and subscriptions	34,018	200	2,994	–	–	37,212
Minor equipment purchases- and equipment rental	338,335	11,384	1,260	–	–	350,979
Ads, fees and miscellaneous	335,912	24,820	71,811	–	–	432,543
Interest	986,384	–	–	–	–	986,384
Impairment	767,632	–	–	–	–	767,632
Depreciation and amortization	1,708,423	36,984	9,169	–	–	1,754,576
	$78,452,945	$6,255,228	$2,141,941	$ –	$(759,869)	$86,090,245

* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

Easter Seals New Hampshire, 555 Auburn Street, Manchester, NH 03103
2019 Board of Directors

Chairman
Matthew Boucher

Past Chairman
Andrew MacWilliam

Vice Chairman
Tom Sullivan

Vice Chairman
Charles Goodwin

Treasurer
Bryan Bouchard

Assistant Treasurer
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Secretary
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Rob Wieczorek

Grant Morris

Christine Williams

Elizabeth Lamontagne

Linda Roth

Carl Tourigny

Mary Flowers

Tracey Pelton

General Counsel & Assistant Secretary
(non-voting member)
Bradford Cook, Esq.

Larry J. Gammon
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Employment

7/88 to Present — President, Chief Executive Officer

A member of Easter Seals National, the Agency is a comprehensive, multi-facility organization with services throughout New Hampshire, Vermont and Maine. Employing over 2000 persons, and operating in excess of 100 million dollars, the Agency has services in Vocational, Educational, Residential, Clinical, Medical, Camping/Recreational, Veterans and Substance Abuse. Position reports to the Chairman of the Board of Directors.

6/85 – 7/88 — Executive Vice President
Vice President

8/75 – 6/85 — Deputy Executive Director
Easter Seal Society/Goodwill Industries of New Hampshire/Vermont

In progressive management experiences, guided the Agency's programs through a growth from 1+ million dollar budget, and status as one of the most comprehensive service organizations in the country.

Directly responsible to the Executive Director, later President, for supervision of all professional programs of the comprehensive rehabilitation centers, with CARF accreditation in Audiology, Speech Pathology, Social Adjustment, Physical Restoration and Vocational Adjustment. In addition, the Society operates a large day school for handicapped pupils, 3 work adjustment center/sheltered workshops, a comprehensive camping program, retail sales outlets, and a pupil transportation program of 75 students per day. Duties included, but were not limited to, hiring and supervision of staff, program development, budget development and control, procuring funding, and staffing of various Board committees.

9/71 – 8/75

New Hampshire Easter Seal Society for Crippled Children & Adults, Inc.
870 Hayward St.
Manchester, NH 03103

Position: Facilities Director, Easter Seal School

Program Development, supervision and recruitment of staff, screening of pupils; developing budget, and securing funding.

9/70 – 7/71

New Hampshire Department of Education
Keene Public Schools
Keene, NH 03431

Position: Special Education Consultant

1 year study of special education needs of 6 small towns in New Hampshire. Responsible to 6 school boards and the New Hampshire Department of Special Education, Title VI-B Grant.

2/69 – 8/70

Gary Public Schools
Gary, IN

Position: Teacher, Special Education

Classroom teacher, M.R. Summer program for trainable M.R.

9/67 – 1/69

Charlottesville Public Schools
Charlottesville, VA

Position: Teacher M.R. – Department Chairman

Teacher, pre-vocational services, Department Chairman for Junior High age M.R. Director, Summer project (7/68), Title I.

Education

9/62 – 8/66 — University of Virginia, Charlottesville, VA
B.S. in Special Education, emphasis in Mental Retardation. All undergraduate courses were at the Master's Level. Dean's List, Junior & Senior years.

9/66 –8/67 — University of Virginia, Charlottesville, VA
36 hours of Graduate School of Education, emphasis in Administration, Testing & Evaluation and Research. Full time graduate scholarship.

Service

National
Chairman, Board of Trustees, CARF, 1990-1991
Member, Board of Trustees, CARF, 1985-1991
Medders Award, Outstanding Easter Seals Executive, 1995
President, Easter Seals Leadership Association, 1998-2000

Local
Queen City Rotary Club, Member
Serenity Place, Board of Directors
Mayor's Task Force/Senior Services
Hillcrest Terrace, Board of Directors
CEO Council
Dartmouth Hitchcock Medical Center – Assembly of Overseers
YMCA Disability Council

Recognition
Non-Profit Business of the Year, *Business NH Magazine*, 2010
Non-Profit Business of the Year, *Business NH Magazine*, 2005
Non-Profit Business of the Decade, *Business NH Magazine*, 2000
Non-Profit Business of the Year, *Business NH Magazine*, 1994

NANCY L. ROLLINS

EXPERIENCE

Easterseals, NH, VT, ME; Farnum Center/Farnum North-NH.
555 Auburn Street
Manchester, NH 03103

Chief Strategy Officer — November 2016 –Present

Responsible for strategic development across all organizational services and supports. Provides intergovernmental relations working with the senior management team to develop and implement a corporate and legislative strategy. Improve visibility across the three state footprint, specifically in the areas of Health and Human Services, Foundations and State Government. Collaborates with the management team to develop and implement plans for the operational infrastructure of systems, processes and personnel design to accommodate growth and rapid response to needs within the community. Seeks growth opportunities through partnerships, mergers and acquisitions of compatible organizations to meet the needs of individuals and their families across the lifespan who have disabilities or special needs. Leads quality initiative to include reviews of program service, analyzes data and develops and implements strategies to move towards quality performance measurement in all services and supports.
Serves as a member of the Executive Leadership Team. Reports directly to the President/ Chief Executive Officer

Goodwill Industries of Northern New England
38 Locke Road, #2
Concord, NH 03301

New Hampshire State Director for Strategic Development and Public Policy — January, 2014 – October 25, 2016

Responsible for collaboration with existing state and local networks to identify, develop or create potential businesses and programs serving the state of New Hampshire. Assuring such activities are consistent with Goodwill of Northern New England's (Goodwill NNE) strategic plan and vision of creating sustainable communities that thrive through the fullest participation of their diverse residents. Acquire knowledge about current trends and emerging issues in public policy, as well as New Hampshire business practices and relates them to existing and potential Goodwill NNE business and program development. Works in conjunction with Goodwill NNE senior management team, New Hampshire Goodwill NNE retail staff, and Agency program managers to fulfill goals in New Hampshire and the agency in general. Represents Goodwill NNE in all state and local activities consistent with the agency's mission to enable persons with diverse challenges achieve personal stability and community engagement.

Serves as a member of the Senior Management Team. Report directly to the President/ Chief Executive Officer.

State of New Hampshire
Department of Health and Human Services
Division of Community Based Care Services
129 Pleasant Street
Concord, New Hampshire 03301

Associate Commissioner — March, 2006 – January, 2014

Responsible for the Division of Community Based Care Services (DCBCS) which provides a wide range of supports and services in partnership with community providers for individuals with developmental disabilities and acquired brain disorders; individuals with serious mental illness or emotional disturbance; adults aged 18-60 who have a chronic illness or disability; individuals age 60 or older; adult protective services ages 18-and up; individuals with substance abuse and alcohol abuse disorders; persons who are homeless or at –risk of homelessness; and children age 0-18 with physical disabilities, chronic illnesses and special health care needs. DCBCS focuses on the development and implementation of long-term care systems that can support an individual's choice to remain in community and out of long-term institutional settings.

Served as a member of the Commissioner's Senior Management and Policy Team. This senior level position was a direct report to the Commissioner

State of New Hampshire
Department of Health and Human Services
Office of Medicaid Business & Policy
And
Division of Community Based Care Services
129 Pleasant Street
Concord, NH 03301

January, 2006 – March, 2006

Interim Director

At the request of the Commissioner of the Department of Health and Human Services agreed to serve as Interim Director of the Office of Medicaid Business & Policy (OMBP), which has functional responsibility for health planning, reporting, data and research, and the Medical Assistance program (Medicaid).

In addition, serves as Interim Director for the Division of Community Based Care Services (DCBCS). This Division provides a wide range of supports and services in partnership with community systems for individuals with developmental disabilities and acquired brain disorders, individuals with serious mental illness or emotional disturbance, adults aged 18-60 who have a chronic illness or disability and individuals age 60 or older, and children age 0-18 with physical disabilities, chronic illnesses and special health care needs.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
129 Pleasant Street
Concord, NH 03301 — July 1995 – January 2, 2006

Director

Assigned as Acting Director in July 1995, during a reorganization of the Department of Health and Human Services. On November 27, 1995 assumed the position of Director of the Division for Children, Youth and Families (DCYF) responsible for state leadership of the agency that has statutory authority for child

protection, children in need of services (CHINS) and community-based juvenile justice, juvenile probations and parole services. In addition DCYF has administrative responsibility for statewide domestic violence funds and provides state funded childcare/child development services that are employment related, protective or preventative. Administer an annual budget of $124 million dollars. The Division maintains fifteen service sites statewide with a staff of 370. In addition the Division contracts or vendors services to over 1,600 community-based providers or residential care facilities. On September 16, 2001 the juvenile probation responsibility transferred from DCYF to a newly created Division for Juvenile Justice Services (DJJS). DCYF retains responsibility for child protection, child development/childcare, domestic violence and child welfare prevention services. Administratively DCYF oversees the use of Federal child welfare and Medicaid funds for DJJS. The Director position is a direct report to the Commissioner of the Department of Health and Human Services. Serve as a member of the Department's management team. Provide leadership regarding children, youth and family issues in a wide variety of areas on the community, state and national levels.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
6 Hazen Drive
Concord, NH 03301 August 1994 - July 1995

Deputy Director

Direct responsibility for planning and oversight of operational areas of the Bureau of Administrative Services. This includes oversight of the agency budget, personnel, provider relations, and payment of services. Oversees the Bureau of Children and Families which is responsible for all field operations including twelve district offices providing child welfare, children in need of services (CHINS) and juvenile justice services; and the Bureau of Residential Services that is responsible for the operations of the Youth Detention facility, a long-term juvenile detention facility; the Youth Services Unit, a short-term, pre-adjudication unit; and the Tobey School, a state operated residential facility for seriously emotionally disturbed children and youth. Serve as a liaison to various local, state, and federal agencies relative to child welfare, juvenile justice, and children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301 February 1993 - July 1994

Administrator of Children's Mental Health Services

Coordinate planning efforts for development of Community Mental Health Services and programs for children and adolescents; directed contract negotiations with provider agencies; developed and directed initiatives to recommend and implement policies and standards for the enhancement of community-based services and supports for children and their families; provided technical assistance to mental health organizations to resolve operational problems in the care and training of families and child/adolescent consumers; serve as a liaison to various local, state, and federal agencies relative to children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301 March 1990 - July 1994

Director of New Hampshire - Child and Adolescent Service System Project.

Director of a statewide systems change project funded by the National Institute of Mental Health. Responsible for writing and acquiring two consecutive, three-year, statewide development grants to enhance children's mental health services in New Hampshire. The project involved coordinating state-level interagency planning teams; facilitating a systems change process with state and local interagency planning teams; coordinating, parent support effort, minority outreach, and training initiatives; and instituting new services-delivery for children and adolescents who have a serious emotional disturbance.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301 March 1989 - March 1990

Program Planning and Review Specialist

Mental Health Program Administrator for statewide community mental health services. Regional responsibility for The Mental Health Center of Greater Manchester and Center for Life Management, Salem, NH community mental health services; shelters for homeless, and the Consumer Support Program (CSP) Consumer Demonstration Grant. Administer, manage, and monitor federal and state grants; oversee development and implementation of all program services. Clinical Consultant, Child and Adolescent Service System Project, a statewide capacity building project for the development of a statewide comprehensive system of care for seriously emotionally disturbed children and youth.

River Valley Counseling Center, Inc. May 1978 – February 1989
Chicopee Adolescent Program
Chicopee, Massachusetts

Director, Child/Adolescent Outpatient Mental Health Services

Administrative:

Responsible for development and implementation of all program services, including, individual, group, and family therapy; Adventure-Based Treatment Program; Home Supports Outreach Program; Community Agency Consultation; Court Advocacy. Supervision of fourteen staff. Developed, negotiated, and maintained contract services with the Massachusetts's Department of Public Health; Department of Mental Health; Department of Social Services; Department of Youth Services; Chicopee Community Development; Pioneer Valley United Way; and the United Way of Holyoke, Granby, and South Hadley. Developed, negotiated, and monitored contract services with seven area community school systems. Responsible for an $850,000 Program budget. Co-developed and co-founded the Holyoke Teen Clinic in partnership with Holyoke pediatrics Association, Holyoke Health Clinic, and Providence Hospital Alcohol and Substance Abuse Treatment Services, a comprehensive school-based health clinic serving senior and junior high-school students and their families. Formed partnerships with area human service networks. Provided in-service training workshops to local schools and community agencies. Developed and

implemented mental health and substance abuse treatment services on site at the Westover Job Corps Healthcare Facility in Chicopee, Mass. The Westover Job Corps serves a large multicultural population from throughout the greater Northeast.

Clinical:

Provide individual, group, and family therapy to low and moderate-income families. Focus on substance abuse, family systems, and general child/adolescent mental health services. Developed and co-lead Adventure-based treatment groups with adolescents who have serious emotional disturbances, developmental delays and /or special medical needs. Provided clinical supervision to nine therapists. Provided clinical consultation to Holyoke Girls Club/Boys Club; Holyoke High School Teen Clinic, Inc.; Chicopee District Court, Holyoke District Court, and the Department of Social Services, Holyoke District Office; facilitated staff case disposition, in-service training and utilization review of children's mental health cases.

Hartford Neighborhood Centers
Mitchell House
Hartford, Connecticut — September 1974 - May 1975

Youth Counselor

Full-time undergraduate student internship. Developed and implemented human service programs for inner-city Hispanic and African-American youth. Provided counseling, therapeutic recreation, advocacy, and crisis intervention services. Served as a member of City-Wide Youth Board. Provided staff support to other Center programs serving pre-schoolers, school-aged youth and elderly.

Springfield Girls Club/ Family Center
Springfield, Massachusetts — September 1973 - May 1974

Child Care Worker

Provided a multi-cultural, after school recreational program for preschoolers.

EDUCATION

Master of Social Work
University of Connecticut
School of Social Work
West Hartford, Connecticut

Degree conferred, May 1985
Concentration in Public Policy and Administration-Minor in Group Work

Bachelor of Science, Cum Laude
Springfield College
Springfield, Massachusetts

Degree conferred, May 1985
Concentration in Community, Leadership and Organizational Development

Primary Focus on Human Services Administration

TEACHING EXPERIENCE

Dartmouth College Medical School
Department of Psychiatry
Dartmouth-Hitchcock Medical Center
Lebanon, New Hampshire
Adjunct Faculty January 2001- Dec. 2005

Springfield College
School of Human Services
Manchester, New Hampshire
Adjunct Faculty May 1999 – August 2005

New Hampshire Public Manager Program
NH Division of Personnel
Bureau of Education and Training
Professional Mentor for a middle management employee December 1997 – December 1999

University of New Hampshire
School of Health and Human Services
Department of Social Work
Adjunct Faculty September 1996 - 1999

PROFESSIONAL ASSOCIATIONS

Brain Injury Association of NH – Employment Advisory Committee September 2015 – 2016

Governor's Interagency Council on Homelessness (ICH) Employment Workgroup
February 2015 -Present

Center on Aging and Community Living Advisory Board September 2014 - Present

Legislative Task Force on Work and Family, Governor Appointment September 2014- Present

NH Center for Non-profits Policy and Leadership Task Force May 2014 - Present

New Hampshire State Rehabilitation Advisory Council, Governor Appointment February 2014 – Present
Chair Oct. 2016 - Present

National Advisory Committee, *Positioning Public Child Welfare Initiative: Strengthening Families For the 21st Century* this initiative is co-sponsored by the National Association of Public Child Welfare Administrators (NAPCWA) and Casey Family Programs February 2008 - 2009

New Hampshire State Mental Health Council January 2006 – 2011

New Hampshire Children's Behavioral Health Collaborative, Member Leadership Committee 2010-

August 2013

New Hampshire Interagency Coordinating Council for Women Offenders January 2006 – December 2013

National Association of State Mental Policy Directors (NASMHPD) January 2006- December 2013
NASMHPD representative to the Children's Mental Health Subcommittee
Chair, NASMHPD President's Task Force on Returning Veteran's
Board Member Member-at-Large 2011-2013
Board Member NASMHPD Research Institute, Inc. (NRI) 2011-Present
NASMHPD Research Institute, Inc. (NRI), Board Vice-President 2011-2013
NASMHPD Representative to the 27th Annual Rosalyn Carter Symposium on Mental Health Policy, *"Building Bridges and Support for Children Exposed to Domestic Violence, Child Welfare and Juvenile Justice"*, Atlanta, Georgia, Oct. 26 and 27, 2011.
NASMHPD Board Vice-President 2012 - 2013

National Association of Public Child Welfare Administrators (NAPCWA), an Affiliate of the American Public Human Services Association
SMHRCY Representative to Children's Mental Health Subcommittee and
NAPCWA Executive Committee, 1991 - 1994
NH State Child Welfare Representative, 1995- Present
NAPCWA Executive Committee, Member-at-Large, Vice-President, January 2002- Dec 2004
NAPCWA State Representative to the APHSA –sponsored re-writes of the Interstate Compact for The Placement of Children, Dec. 2004 – Nov. 2005
NAPCWA President, January 2005 – January 2006

New England Association of Child Welfare Commissioners and Directors
Judge Baker Children's Center, Boston, Mass.
Committee Member, 1995 – January 2006
Vice-President, 2001- January 2006

NH Chapter of the National Association of Social Workers September 1999 - 2003
25 Walker Street
Concord, New Hampshire

State Advisory Board - Member- at-large

University of New Hampshire
School of Health and Human Services
Department of Social Work September 1998 – September 2002
Community Advisory Board Member

National Technical Assistance Center for Children's Mental Health 1995 - 1998
Georgetown University Child Development Center
Advisory Committee Member

State Mental Health Representative for Children and Youth (SMHRCY)
NH State Representative, 1989 - 1994
Executive Committee, 1992 - 1994

Community 2000: Pioneer Valley United Way
Member, Substance Abuse Subcommittee
Children and Adolescents Subcommittee, 1988 - 1989

Western MA. AIDS Service Providers Coalition, 1987 - 1989

Massachusetts Council for Children 1988 -1989
Board of Directors Regional Member, Holyoke, MA

Massachusetts Association of Substance Abuse Service Providers (MASASP)
Member of Statewide Board of Directors, 1985 - 1987

CIVIC ASSOCIATIONS

Upper Valley Lake Sunapee Regional Planning Commission, Commissioner Representative for the Town of New London appointed by Town Board of Selectmen. 2012 – 2016
Vice Chair of the Commission, Serve on the Executive Committee 2014 - 2016

New London Zoning Board of Adjustments, appointed by the Town Board of Selectman
2013- 2014

At Home New Hampshire, helping seniors 'age in place' in New London, Newbury, Springfield, Sunapee, Sutton and Wilmot, Board of Directors. 2012 – 2014

Member of Saint Andrew's Episcopal Church, New London, NH
Appointed to the Vestry, January 2014 -2017

New London, Board of Selectmen Elected, May 2014- Present
Chair, May 2015 -2016
Board Representative to the Budget Committee 2014-2017

New Hampshire Municipal Association, Board of Directors 2015 - Present

Awards

Awarded the *"New Hampshire National Guard Distinguished Service Medal"* for providing leadership while at the Department of Health and Human Services for developing services, supports and special military / civilian partnerships for the purposes of better meeting the needs of New Hampshire service members both active duty, deployed and reserves, their families, and veterans. Presented by William N. Reddel III, Major General , New Hampshire National Guard, The Adjutant General and Governor Margaret Wood Hassan , 20 November 2014.

Awarded the *"Commander's Award for Civilian Service"* for organizing and implementing

'Operation Welcome Home' a military / civilian partnership to support hundreds of New Hampshire Guard service members returning from Iraq and Afghanistan. Presented by Kenneth Clark, Major General, New Hampshire National Guard, The Adjutant General, 24 May 2005.

Awarded the *"Commissioner's Award"* which recognizes those who, through their hard work and dedication, have made outstanding contributions toward the prevention, intervention, and treatment of child abuse and neglect. Individuals who receive this award have demonstrated a strong personal commitment to ensuring the safety and well being of children and to supporting and strengthening our nation's families. Presented at the 2005 15th National Conference on Child Abuse and Neglect, by Joan E. Ohl, Commissioner, Children's Bureau, Administration for Children, Youth and Families, U.S. Department of Health and Human Services, Washington, D.C., 21 April 2005.

Elin Treanor

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

1994 – Present	Easter Seals New Hampshire, Inc., Manchester, NH Senior Vice President & Chief Financial Officer Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions.
1988 – 1994	Easter Seal Society of NH, Inc., Manchester, NH Vice President of Finance Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from $600,000 deficit in 1988 to $100,000 surplus in 1989 and surpluses every year thereafter.
1984 – 1988	Easter Seal Society of NH, Inc., Manchester, NH Controller Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate reorganizations to multiple entities and external corporate mergers and acquisitions.

1982 – 1984	Easter Seal Society of NH, Inc., Manchester, NH Chief Accountant Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
1981 – 1982	Easter Seal Society of NH, Inc., Manchester, NH Accountant Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
1980 – 1981	Easter Seal Society of NH, Inc., Manchester, NH Internal Auditor Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
1974 – 1980	Marshalls, Peabody, MA Senior Clerk Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

1989	New Hampshire College, Hooksett, NH Masters in Business Administration
1980	Bentley College, Waltham, MA Bachelor of Science, Accounting Major
1977	North Shore Community College, Beverly, MA Associates Degree, Accounting Major

Tina M. Sharby, PHR
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions
Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998- 2012

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for- profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

FREDERICK THOMAS ROBERGE

EDUCATION

New Hampshire College, Manchester NH
School of Human Services
Bachelor of Science, 1983

Saint Mary's University, Halifax, Nova Scotia
Sociology-Geography Major 1978-1980

WORK EXPERIENCE

Vice President 1997- Present

Easter Seals of NH, ME, NY, RI, VT.
Responsible for Agency Transportation Services. Executive Management Team

Director 1988-1997
Assistant Director 1987-1988
Administrative Assistant/ Dispatcher 1984 – 1987
Driver /Guide/Case Manager 1980 – 1984

Summary:

Management and oversight of community transportation services in NH, ME, NY, VT and RI. Direct oversight of STS which employs 160 staff as Drivers, Monitors, Dispatchers, Mechanics and Maintenance Technicians, Billing/Clerical Support, and Administration, and operates a fleet of over 100 specially equipped vehicles.

RELATED EXPERIENCE

NH State Coordinating Council for Community Transportation 2007-Present -Chair

Governors Commission on Disability 1999- Present

Governors Task Force on Community Transportation 2004-2007

AWARDS

1989, 1992 Presidents Award for Exceptional Service
1990 Manager of the Year, Easter Seals NH
1992 Outstanding Service award presented by NHTA
1993 Exceptional service award American Red Cross
2010 SCC Certificate of Recognition

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Larry Gammon	President & CEO	$374,634	0%	$0.00
Nancy Rollins	COO	$149,350	0%	$0.00
Elin Treanor	CFO	$247,200	0%	$0.00
Tina Sharby	Chief HR Officer	$170,000	0%	$0.00
Fred Roberge	Sr VP of Transportation	$110,982	0%	$0.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301-3587
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 2, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $8,597,592 from $17,667,902 to an amount not to exceed $26,265,494 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, **retroactive** to July 1, 2017 effective upon Governor and Executive Council. The original agreements were approved by Governor and Executive Council on December 21, 2016 (Item # 15) and the contract with Rockingham Nutrition Meals on Wheels was amended on June 7, 2017 (Item #13). 43% General Funds/ 57% Federal Funds.

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757	$1,491,912	$4,557,669
Community Action Partnership of Strafford County	177200	Dover	$69,513	$33,780	$103,293
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629	$91,665	$280,294
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814	$1,151,539	$3,518,353
Greater Wakefield Resource Center	158408	Union	$30,800	$14,992	$45,792
Lamprey Health Care	177677	Newmarket	$118,560	$57,579	$176,139
Newport Senior Center	177250	Newport	$1,272,754	$619,398	$1,892,152
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279	$363,251	$1,109,530

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064	$1,396,238	$4,265,302
Southwestern Community Services	177511	Keene	$117,031	$56,890	$173,921
St Joseph Community Services	155093	Merrimack	$2,999,190	$1,459,761	$4,458,951
Strafford Nutrition MOW	260818	Somersworth	$774,098	$376,787	$1,150,885
The Gibson Center for Senior Services	155344	North Conway	$506,402	$246,440	$752,842
Tri-County Community Action Program	177195	Berlin	$1,403,957	$683,006	$2,086,963
VNA at HCS	177274	Keene, NH	$1,139,054	$554,354	$1,693,408
		Total:	**$17,667,902**	**$8,597,592**	**$26,265,494**

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated in each year of the biennium (State Fiscal Years 2018 and 2019) a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services in HB144. The Department is amending the contracts to increase the per meal and per client per date transportation rates. The purpose of this request is to increase the price limitation and extend the completion date in order for the vendors to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will

prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services.

These contracts were selected through a competitive bid process. Sixteen (16) agreements were originally approved by the Governor and Executive Council, one (1) of which (City of Nashua) will be put before the Governor and Executive Council at a later date.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement includes the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for nine (9) months, leaving an additional one (1) year and three (3) months of renewal.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates paid for Nutrition and Transportation Services, and its inclusion of funding in the current biennium to support these increases will be unfulfilled.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,

Christine L. Santaniello
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,614.60		$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50		$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50		$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20	$12,514.04	$261,743.24
541-500383	Meals - Congregate	2018	$327,189.50	$16,656.92	$343,846.42
544-500386	Meals - Home Delivered	2018	$669,515.00	$34,084.40	$703,599.40
512-500352	Transportation of Clients	2019	$62,307.30	$199,435.94	$261,743.24
541-500383	Meals - Congregate	2019	$81,796.00	$262,050.42	$343,846.42
544-500386	Meals - Home Delivered	2019	$167,381.50	$536,217.90	$703,599.40
		Subtotal	***$2,180,388.10***	***$1,060,959.62***	***$3,241,347.72***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,893.80		$53,893.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$107,787.60	$5,412.12	$113,199.72
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$26,946.90	$86,252.82	$113,199.72
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,845.40		$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00		$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50		$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10	$1,288.77	$26,955.87
541-500383	Meals - Congregate	2018	$93,500.00	$4,760.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$130,795.50	$6,658.68	$137,454.18
512-500352	Transportation of Clients	2019	$6,422.70	$20,533.17	$26,955.87
541-500383	Meals - Congregate	2019	$23,375.00	$74,885.00	$98,260.00
544-500386	Meals - Home Delivered	2019	$32,697.50	$104,756.68	$137,454.18
		Subtotal	***$437,453.70***	***$212,882.30***	***$650,336.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,129.90		$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50		$187,621.50
544-500386	Meals - Home Delivered	2017	$161,073.00		$161,073.00
512-500352	Transportation of Clients	2018	$366,236.10	$18,389.07	$384,625.17
541-500383	Meals - Congregate	2018	$375,243.00	$19,103.28	$394,346.28
544-500386	Meals - Home Delivered	2018	$322,146.00	$16,400.16	$338,546.16
512-500352	Transportation of Clients	2019	$91,553.10	$293,072.07	$384,625.17
541-500383	Meals - Congregate	2019	$93,813.50	$300,532.78	$394,346.28
544-500386	Meals - Home Delivered	2019	$80,536.50	$258,009.66	$338,546.16
		Subtotal	***$1,861,352.60***	***$905,507.02***	***$2,766,859.62***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			
541-500383	Meals - Congregate	2017	$8,800.00		$8,800.00
544-500386	Meals - Home Delivered	2017			
512-500352	Transportation of Clients	2018			
541-500383	Meals - Congregate	2018	$17,600.00	$896.00	$18,496.00
544-500386	Meals - Home Delivered	2018			
512-500352	Transportation of Clients	2019			
541-500383	Meals - Congregate	2019	$4,400.00	$14,096.00	$18,496.00
544-500386	Meals - Home Delivered	2019			
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,872.80		$33,872.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$67,745.60	$3,387.28	$71,132.88
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,941.60	$54,191.28	$71,132.88
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.80		$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00		$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50		$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60	$3,888.92	$81,340.52
541-500383	Meals - Congregate	2018	$160,726.50	$8,182.44	$168,908.94
544-500386	Meals - Home Delivered	2018	$249,909.00	$12,722.64	$262,631.64
512-500352	Transportation of Clients	2019	$19,362.90	$61,977.62	$81,340.52
541-500383	Meals - Congregate	2019	$40,183.00	$128,725.94	$168,908.94
544-500386	Meals - Home Delivered	2019	$62,480.00	$200,151.64	$262,631.64
		Subtotal	***$854,159.30***	***$415,649.20***	***$1,269,808.50***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$62,777.00		$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50		$71,857.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$125,554.00	$6,391.84	$131,945.84
544-500386	Meals - Home Delivered	2018	$143,715.00	$7,316.40	$151,031.40
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$31,388.50	$100,557.34	$131,945.84
544-500386	Meals - Home Delivered	2019	$35,931.50	$115,099.90	$151,031.40
		Subtotal	***$471,223.50***	***$229,365.48***	***$700,588.98***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,844.00		$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00		$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00		$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60	$9,104.25	$190,781.85
541-500383	Meals - Congregate	2018	$247,500.00	$12,600.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$663,674.00	$33,787.04	$697,461.04
512-500352	Transportation of Clients	2019	$45,416.80	$145,365.05	$190,781.85
541-500383	Meals - Congregate	2019	$61,875.00	$198,225.00	$260,100.00
544-500386	Meals - Home Delivered	2019	$165,918.50	$531,542.54	$697,461.04
		Subtotal	***$1,912,492.90***	***$930,623.88***	***$2,843,116.78***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,001.60		$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50		$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00		$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80	$2,499.64	$52,492.44
541-500383	Meals - Congregate	2018	$317,075.00	($116,798.00)	$200,277.00
544-500386	Meals - Home Delivered	2018	$981,794.00	$182,922.24	$1,164,716.24
512-500352	Transportation of Clients	2019	$12,500.80	$39,991.64	$52,492.44
541-500383	Meals - Congregate	2019	$79,271.50	$121,005.50	$200,277.00
544-500386	Meals - Home Delivered	2019	$245,448.50	$919,267.74	$1,164,716.24
		Subtotal	***$2,360,518.70***	***$1,148,888.76***	***$3,509,407.46***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,440.70		$33,440.70
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$66,881.40	$3,358.18	$70,239.58
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,708.50	$53,531.08	$70,239.58
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,860.60		$19,860.60
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$39,721.20	$1,994.44	$41,715.64
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$9,930.30	$31,785.34	$41,715.64
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$27,973.00		$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50		$129,233.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$55,940.50	$2,847.88	$58,788.38
544-500386	Meals - Home Delivered	2018	$258,467.00	$13,158.32	$271,625.32
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$13,986.50	$44,801.88	$58,788.38
544-500386	Meals - Home Delivered	2019	$64,619.50	$207,005.82	$271,625.32
		Subtotal	***$550,220.00***	***$267,813.90***	***$818,033.90***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00		$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00		$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00		$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00	$10,249.00	$215,229.00
541-500383	Meals - Congregate	2018	$155,732.50	$7,928.20	$163,660.70
544-500386	Meals - Home Delivered	2018	$305,140.00	$15,534.40	$320,674.40
512-500352	Transportation of Clients	2019	$51,245.00	$163,984.00	$215,229.00
541-500383	Meals - Congregate	2019	$38,934.50	$124,726.20	$163,660.70
544-500386	Meals - Home Delivered	2019	$76,285.00	$244,389.40	$320,674.40
		Subtotal	***$1,165,246.00***	***$566,811.20***	***$1,732,057.20***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.10		$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50		$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00		$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50	$2,909.55	$60,856.05
541-500383	Meals - Congregate	2018	$146,547.50	$7,460.60	$154,008.10
544-500386	Meals - Home Delivered	2018	$237,484.50	$12,090.12	$249,574.62
512-500352	Transportation of Clients	2019	$14,480.70	$46,375.35	$60,856.05
541-500383	Meals - Congregate	2019	$36,635.50	$117,372.60	$154,008.10
544-500386	Meals - Home Delivered	2019	$59,372.50	$190,202.12	$249,574.62
		Subtotal	***$773,473.80***	***$376,410.34***	***$1,149,884.14***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
		Subtotal	***$13,091,059.60***	***$6,369,816.24***	***$19,460,875.84***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50		$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00	$25,756.08	$531,679.08
544-500386	Meals Home Delivered	2019	$126,483.50	$405,195.58	$531,679.08
		Subtotal	***$885,368.00***	***$430,951.66***	***$1,316,319.66***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00		$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50	$2,005.64	$41,402.14
544-500386	Meals Home Delivered	2019	$9,850.50	$31,551.64	$41,402.14
		Subtotal	***$68,948.00***	***$33,557.28***	***$102,505.28***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00		$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50	$14,704.20	$303,536.70
544-500386	Meals Home Delivered	2019	$72,209.50	$231,327.20	$303,536.70
		Subtotal	***$505,461.00***	***$246,031.40***	***$751,492.40***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50		$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00	$12,177.20	$251,372.20
544-500386	Meals Home Delivered	2019	$59,801.50	$191,570.70	$251,372.20
		Subtotal	***$418,594.00***	***$203,747.90***	***$622,341.90***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50		$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50	$8,001.56	$165,175.06
544-500386	Meals Home Delivered	2019	$39,292.00	$125,883.06	$165,175.06
		Subtotal	***$275,055.00***	***$133,884.62***	***$408,939.62***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00		$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00	$27,827.52	$574,439.52
544-500386	Meals Home Delivered	2019	$136,653.00	$437,786.52	$574,439.52
		Subtotal	***$956,571.00***	***$465,614.04***	***$1,422,185.04***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00		$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50	$18,579.40	$383,531.90
544-500386	Meals Home Delivered	2019	$91,239.50	$292,292.40	$383,531.90
		Subtotal	***$638,671.00***	***$310,871.80***	***$949,542.80***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00		$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00	$6,512.80	$134,442.80
544-500386	Meals Home Delivered	2019	$31,982.50	$102,460.30	$134,442.80
		Subtotal	***$223,877.50***	***$108,973.10***	***$332,850.60***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50		$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50	$6,944.28	$143,349.78
544-500386	Meals Home Delivered	2019	$34,100.00	$109,249.78	$143,349.78
		Subtotal	***$238,711.00***	***$116,194.06***	***$354,905.06***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50		$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00	$10,634.96	$219,535.96
544-500386	Meals Home Delivered	2019	$52,228.00	$167,307.96	$219,535.96
		Subtotal	***$365,579.50***	***$177,942.92***	***$543,522.42***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Subtotal	***$4,576,836.00***	***$2,227,768.78***	***$6,804,604.78***

Summary by Vendor by Year

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,931.10	$0.00	$875,931.10
		2018	$1,751,856.70	$89,011.44	$1,840,868.14
		2019	$437,968.30	$1,402,899.84	$1,840,868.14
		Subtotal	***$3,065,756.10***	***$1,491,911.28***	***$4,557,667.38***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,893.80	$0.00	$53,893.80
		2018	$107,787.60	$5,412.12	$113,199.72
		2019	$26,946.90	$86,252.82	$113,199.72
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,696.90	$0.00	$144,696.90
		2018	$289,359.10	$14,713.09	$304,072.19
		2019	$72,345.70	$231,726.49	$304,072.19
		Subtotal	***$506,401.70***	***$246,439.58***	***$752,841.28***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,243.40	$0.00	$676,243.40
		2018	$1,352,457.60	$68,596.71	$1,421,054.31
		2019	$338,112.60	$1,082,941.71	$1,421,054.31
		Subtotal	***$2,366,813.60***	***$1,151,538.42***	***$3,518,352.02***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$17,600.00	$896.00	$18,496.00
		2019	$4,400.00	$14,096.00	$18,496.00
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,872.80	$0.00	$33,872.80
		2018	$67,745.60	$3,387.28	$71,132.88
		2019	$16,941.60	$54,191.28	$71,132.88
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,643.80		$363,643.80
		2018	$727,282.10	$36,971.20	$764,253.30
		2019	$181,827.40	$582,425.90	$764,253.30
		Subtotal	***$1,272,753.30***	***$619,397.10***	***$1,892,150.40***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,224.00	$0.00	$213,224.00
		2018	$426,442.50	$21,709.80	$448,152.30
		2019	$106,612.00	$341,540.30	$448,152.30
		Subtotal	***$746,278.50***	***$363,250.10***	***$1,109,528.60***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,737.00	$0.00	$819,737.00
		2018	$1,639,463.60	$83,318.81	$1,722,782.41
		2019	$409,863.30	$1,312,919.11	$1,722,782.41
		Subtotal	***$2,869,063.90***	***$1,396,237.92***	***$4,265,301.82***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$856,915.10	$0.00	$856,915.10
		2018	$1,713,814.30	$87,203.28	$1,801,017.58
		2019	$428,460.30	$1,372,557.28	$1,801,017.58
		Subtotal	***$2,999,189.70***	***$1,459,760.56***	***$4,458,950.26***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,440.70	$0.00	$33,440.70
		2018	$66,881.40	$3,358.18	$70,239.58
		2019	$16,708.50	$53,531.08	$70,239.58
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,860.60	$0.00	$19,860.60
		2018	$39,721.20	$1,994.44	$41,715.64
		2019	$9,930.30	$31,785.34	$41,715.64
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,171.50	$0.00	$221,171.50
		2018	$442,337.50	$22,519.00	$464,856.50
		2019	$110,588.50	$354,268.00	$464,856.50
		Subtotal	***$774,097.50***	***$376,787.00***	***$1,150,884.50***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,134.50	$0.00	$401,134.50
		2018	$802,258.00	$40,655.88	$842,913.88
		2019	$200,564.50	$642,349.38	$842,913.88
		Subtotal	***$1,403,957.00***	***$683,005.26***	***$2,086,962.26***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,457.10	$0.00	$325,457.10
		2018	$650,879.50	$33,095.23	$683,974.73
		2019	$162,716.70	$521,258.03	$683,974.73
		Subtotal	***$1,139,053.30***	***$554,353.26***	***$1,693,406.56***

Summary for All Vendors by Year

		SFY	Current Budget	(Decrease)	Modified Budget
		2017	$5,048,022.30	$0.00	$5,048,022.30
		2018	$10,095,886.70	$512,842.46	$10,608,729.16
		2019	$2,523,986.60	$8,084,742.56	$10,608,729.16
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
7872-541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
7872-512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
7872-541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
7872-512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
7872-541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
9255-544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
9255-544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
9255-544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

7872-512-500352	Transportation of Clients	all	$2,616,837.60	$1,271,490.62	$3,888,328.22
7872-541-500383	Meals - Congregate	all	$3,539,585.50	$1,457,007.82	$4,996,593.32
7872-544-500386	Meals - Home Delivered	all	$6,934,636.50	$3,641,317.80	$10,575,954.30
9255-544-500386	Meals Home Delivered	all	$4,576,836.00	$2,227,768.78	$6,804,604.78
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Grand Total SFY17	2017	**$5,048,022.30**	**$0.00**	**$5,048,022.30**
Grand Total SFY18	2018	**$10,095,886.70**	**$512,842.46**	**$10,608,729.16**
Grand Total SFY19	2019	**$2,523,986.60**	**$8,084,742.56**	**$10,608,729.16**
Total Contract		**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated this 2nd day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Easter Seals New Hampshire, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 555 Auburn Street
Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, 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; and

WHEREAS, the parties agree to increase the service rates, extend the completion date, and increase the price limitation;

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

1. Amend General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. Amend General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $91,665 from $188,629 to read: $280,294.
3. Amend General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Delete Exhibit B-1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #1, Rate Sheet.
6. Add Exhibit K, DHHS Information Security Requirements.
7. Add Attachment A - Amendment #1, Attestation.

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

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

State of New Hampshire
Department of Health and Human Services

11/14/17
Date

Christine L. Santaniello
Director

Easter Seals New Hampshire, Inc.

11/1/2017
Date

Name: Elin Treanor
Title: CFO

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 11/1/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Erik I. Gustafson - Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 12/9/21

ERIK I. GUSTAFSON
JUSTICE OF THE PEACE
MY COMMISSIONS EXPIRE DEC. 7, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

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

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date

Name: Megan Yarger
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit B-1 Rate Sheet - Amendment #1

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	2,274	$23.70	$ 53,893.80

7/1/2017 through 06/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	4,548	$24.89	$ 113,199.72

7/1/2018 through 06/30/2019 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	4,548	$24.89	$ 113,199.72

Total	$ 280,293.24

Contractor Initials: ET
Date: 11/16/17

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

Attachment A – Amendment #1

ATTESTATION

For Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit (per diem or per meal) rates or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the agency named below, I certify that the agency named below will use the increase in funding exclusively to increase service unit rates for the administration of the services listed on Exhibit B-1 - Amendment #1, Rate Sheet and that the state may request an audit of our records to confirm the same.

Elin Treanor, CFO, Easter Seals New Hampshire

Name, Title, and Agency Name

Elin Treanor

Signature

11/1/2017

Date

15 mac

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

November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed $17,667,902 effective January 1, 2017, or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814
Greater Wakefield Resource Center	TBD	Union	$30,800
Lamprey Health Care	177677	Newmarket	$118,560
Newport Senior Center	177250	Newport	$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064
St Joseph Community Services	155093	Merrimack	$2,999,190
Strafford Nutrition MOW	260818	Somersworth	$774,098
Southwestern Community Services	TBD	Keene	$117,031
The Gibson Center for Senior Services	155344	North Conway	$506,402
Tri-County Community Action Program	TBD	Berlin	$1,403,957
VNA at HCS	177274	Keene, NH	$1,139,054
		Total:	$17,667,902

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals; or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living; Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

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

Nutrition and Transportation Services
RFA Name

RFA-2017-BEAS-06-NUTRI
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. CAP Belknap-Merrimack Counties, Inc.		150	150
2. CAP Strafford County		150	105
3. Easter Seals NH		150	142
4. Grafton County Senior Citizens Council, Inc.		150	150
5. Greater Wakefield Resource Center		150	105
6. Lamprey Health Care		150	150
7. Nashua Transit System		150	135
8. Newport Senior Center, Inc.		150	130
9. Ossipee Concerned Citizens, Inc.		150	125
10. Rockingham Nutrition Meals on Wheels		150	150
11. St. Joseph Community Services, Inc.		150	145

Reviewer Names

1. Tracey Tarr, Administrator II, Elderly & Adult Srvcs, DHHS
2. Jean Crouch, Supervisor VII, DEAS
3. Wendy Aultman, Administrator I DEAS
4.
5.
6.
7.
8.
9.

12. Strafford Nutrition Meals on Wheels		150	135
13. The Gibson Center for Senior Services, Inc		150	150
14. Tri County CAP, Inc.		150	150
15. VNA at HCS		150	130
16. Southwestern Community Services		150	120
17. 0		150	0
18. 0		150	0
19. 0		150	0
20. 0		150	0

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20
541-500383	Meals - Congregate	2018	$327,189.50
544-500386	Meals - Home Delivered	2018	$669,515.00
512-500352	Transportation of Clients	2019	$62,307.30
541-500383	Meals - Congregate	2019	$81,796.00
544-500386	Meals - Home Delivered	2019	$167,381.50
		Subtotal	$2,180,388.10

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$53,893.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$107,787.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$12,845.40
541-500383	Meals - Congregate	2017	$48,750.00
544-500386	Meals - Home Delivered	2017	$65,400.80
512-500352	Transportation of Clients	2018	$25,667.10
541-500383	Meals - Congregate	2018	$93,500.00
544-500386	Meals - Home Delivered	2018	$130,795.50
512-500352	Transportation of Clients	2019	$6,422.70
541-500383	Meals - Congregate	2019	$23,375.00
544-500386	Meals - Home Delivered	2019	$32,697.50
		Subtotal	$437,453.70

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	[illegible]
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	[illegible]
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$1,861,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$0.00
541-500383	Meals - Congregate	2017	$8,800.00
544-500386	Meals - Home Delivered	2017	$0.00
512-500352	Transportation of Clients	2018	$0.00
541-500383	Meals - Congregate	2018	$17,600.00
544-500386	Meals - Home Delivered	2018	$0.00
512-500352	Transportation of Clients	2019	$0.00
541-500383	Meals - Congregate	2019	$4,400.00
544-500386	Meals - Home Delivered	2019	$0.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$33,872.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$67,745.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,941.60
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$36,725.80
541-500383	Meals - Congregate	2017	$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50
512-500352	Transportation of Clients	2018	$77,461.80
541-500383	Meals - Congregate	2018	$160,726.50
544-500386	Meals - Home Delivered	2018	$249,909.00
512-500352	Transportation of Clients	2019	$19,365.90
541-500383	Meals - Congregate	2019	$40,183.00
544-500386	Meals - Home Delivered	2019	$62,480.00
		Subtotal	$854,159.30

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$126,554.00
544-500386	Meals - Home Delivered	2018	$143,715.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$31,388.50
544-500386	Meals - Home Delivered	2019	$35,931.50
		Subtotal	$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60
541-500383	Meals - Congregate	2018	$247,500.00
544-500386	Meals - Home Delivered	2018	$663,674.00
512-500352	Transportation of Clients	2019	$45,416.80
541-500383	Meals - Congregate	2019	$61,875.00
544-500386	Meals - Home Delivered	2019	$165,918.50
		Subtotal	$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$25,001.60
541-500383	Meals - Congregate	2017	$156,537.50
544-500386	Meals - Home Delivered	2017	$490,697.00
512-500352	Transportation of Clients	2018	$49,992.80
541-500383	Meals - Congregate	2018	$317,075.00
544-500386	Meals - Home Delivered	2018	$981,794.00
512-500352	Transportation of Clients	2019	$12,500.80
541-500383	Meals - Congregate	2019	$79,271.50
544-500386	Meals - Home Delivered	2019	$245,448.50
		Subtotal	$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$33,440.70
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$66,881.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,708.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$19,860.60
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$55,840.50
544-500386	Meals - Home Delivered	2018	$258,467.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$13,986.50
544-500386	Meals - Home Delivered	2019	$64,619.50
		Subtotal	$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$102,490.00
541-500383	Meals - Congregate	2017	$77,669.00
544-500386	Meals - Home Delivered	2017	$352,570.00
512-500352	Transportation of Clients	2018	$204,980.00
541-500383	Meals - Congregate	2018	$155,732.50
544-500386	Meals - Home Delivered	2018	$705,140.00
512-500352	Transportation of Clients	2019	$51,245.00
541-500383	Meals - Congregate	2019	$38,934.50
544-500386	Meals - Home Delivered	2019	$176,285.00
		Subtotal	$1,165,246.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$28,985.10
541-500383	Meals - Congregate	2017	$13,276.60
544-500386	Meals - Home Delivered	2017	$66,745.00
512-500352	Transportation of Clients	2018	$57,946.50
541-500383	Meals - Congregate	2018	$146,542.50
544-500386	Meals - Home Delivered	2018	$237,484.50
512-500352	Transportation of Clients	2019	$14,480.70
541-500383	Meals - Congregate	2019	$36,635.50
544-500386	Meals - Home Delivered	2019	$59,372.50
		Subtotal	$773,473.80

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70
541-500383	Meals - Congregate	2018	$2,022,608.50
544-500386	Meals - Home Delivered	2018	$3,962,640.00
512-500352	Transportation of Clients	2019	$373,816.60

541-500383	Meals - Congregate	2019	$505,659.00
544-500386	Meals - Home Delivered	2019	$990,671.00
		Subtotal	$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00
544-500386	Meals Home Delivered	2019	$126,483.50
		Subtotal	$885,368.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50
544-500386	Meals Home Delivered	2019	$9,850.50
		Subtotal	$68,948.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50
544-500386	Meals Home Delivered	2019	$72,209.50
		Subtotal	$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00
544-500386	Meals Home Delivered	2019	$59,801.50
		Subtotal	$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50
544-500386	Meals Home Delivered	2019	$39,292.00
		Subtotal	$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00
544-500386	Meals Home Delivered	2019	$136,653.00
		Subtotal	$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50
544-500386	Meals Home Delivered	2019	$91,239.50
		Subtotal	$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00
544-500386	Meals Home Delivered	2019	$31,982.50
		Subtotal	$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50
544-500386	Meals Home Delivered	2019	$34,100.00
		Subtotal	$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00
544-500386	Meals Home Delivered	2019	$52,228.00
		Subtotal	$365,579.50

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50
544-500386	Meals Home Delivered	2019	$653,840.00
		Subtotal	$4,576,836.00

Summary by Vendor by Year

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

		State Fiscal Year	Current Modified Budget
		2017	$875,931.10
		2018	$1,751,856.70
		2019	$437,968.30
		Subtotal	$3,065,756.10

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

		State Fiscal Year	Current Modified Budget
		2017	$53,893.80
		2018	$107,787.60
		2019	$26,946.90
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget
		2017	$144,696.90
		2018	$289,359.10
		2019	$72,345.70
		Subtotal	$506,401.70

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

		State Fiscal Year	Current Modified Budget
		2017	$676,243.40
		2018	$1,352,457.60
		2019	$338,112.60
		Subtotal	$2,366,813.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		State Fiscal Year	Current Modified Budget
		2017	$8,800.00
		2018	$17,600.00
		2019	$4,400.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget
		2017	$33,872.80
		2018	$67,745.60
		2019	$16,941.60
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget
		2017	$363,643.80
		2018	$727,282.10
		2019	$181,827.40
		Subtotal	$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget
		2017	$213,224.00
		2018	$426,442.50
		2019	$106,612.00
		Subtotal	$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget
		2017	$819,737.00
		2018	$1,639,463.60
		2019	$409,863.30
		Subtotal	$2,869,063.90

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget
		2017	$856,915.10
		2018	$1,713,814.30
		2019	$428,460.30
		Subtotal	$2,999,189.70

Southwestern Community Services (Vendor #177511)

		State Fiscal Year	Current Modified Budget
		2017	$33,440.70
		2018	$66,881.40
		2019	$16,708.50
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget
		2017	$19,860.60
		2018	$39,721.20
		2019	$9,930.30
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget

		2017	$221,171.50
		2018	$442,337.50
		2019	$110,588.50
		Subtotal	$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	$401,134.50
		2018	$802,258.00
		2019	$200,564.50
		Subtotal	$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	$325,457.10
		2018	$650,879.50
		2019	$162,716.70
		Subtotal	$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	$5,048,022.30
		2018	$10,095,886.70
		2019	$2,523,986.60
		Subtotal	$17,667,895.60

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-04)

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Easter Seals New Hampshire, Inc.		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103-4800	
1.5 Contractor Phone Number 603-623-8863	1.6 Account Number 05-095-48-481010-92550000 05-095-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $188,629
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 Tina Sharby CHRO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 12/2/16, 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
Alycia D. Monroe
[Seal]

ALYCIA D. MONROE NOTARY PUBLIC NEW HAMPSHIRE MY COMMISSION EXPIRES DEC. 4, 2018

1.13.2 Name and Title of Notary or Justice of the Peace
Alycia D. Monroe, Notary Public

1.14 State Agency Signature Date: 12/6/16	1.15 Name and Title of State Agency Signatory Maureen Ryan, Director
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: 12/6/16
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

Contractor Initials _____

Date 12/2/16

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 $1,000,000per 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.

Contractor Initials _____

Date 12/2/16

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.

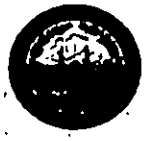
22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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.

Contractor Initials _____

Date 12/2/16



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. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the services areas listed in Exhibit A-1.

1.4. The Contractor agrees that services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).

1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of **Sciences, as** well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.

2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:

2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.

2.1.3.2. Provide transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).

2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order

2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:

2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.

2.1.4.2. Provide transportation services based on a fixed route schedule defined by the Contractor.

2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.

2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3. Administration of Services

3.1. Access to Services

3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.

3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:

3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.

3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.

3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.

3.3.4. The Contractor shall re-determine client eligibility for services in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.

3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

3.4. Client Assessments and Service Plans

3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health, or developmental issues or criminal histories.

3.5. Person Centered Provision of Services

3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:

3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.



3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.

3.5.1.4. Individuals receive the information he/she needs to make informed decisions.

3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.

3.5.1.7. Individuals' rights are affirmed and protected.

3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.

3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

3.6.1.4. Agrees not to bill or invoice clients and/or their families.

3.6.1.5. Agrees that all donations support the program for which donations were given.

3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.

3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.

3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

3.6.2.4. Agrees that all fees support the program for which donations were given.

3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.

3.7. Adult Protection Services

3.7.1. The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.

3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

3.7.4. The Contractor agrees that the payment received from 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 such as in Section 1.3.4, from the individual for those services.

3.8. Referring Clients to Other Services

3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.

3.9. Client Wait Lists

3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

3.9.3. The Contractor shall include at a minimum the following information on its wait list:

3.9.3.1. The individual's full name and date of birth.

3.9.3.2. The name of the service being requested.

3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.



3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

3.9.3.5. 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.

3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.

3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

3.9.4.2. Declining mental or physical health of the caregiver.

3.9.4.3. Declining mental or physical health of the individual.

3.9.4.4. Individual has no respite services while living with a caregiver.

3.9.4.5. Length of time on the wait list.

3.9.4.6. 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.

3.9.4.7. 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.

3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

3.10. Criminal Background Check and BEAS State Registry Checks

3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

3.10.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

3.11. Grievance and Appeals

3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client.

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.

4. Staffing

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

4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.

4.1.2. 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.

4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:

4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.

4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.

4.1.5.3. A description of time frames necessary for obtaining staff replacements.

4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.

5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

5.1.1.1. The number of clients served by town and in the aggregate;

5.1.1.2. Total amount of donations collected.

5.1.1.3. Expenses by program service provided.

5.1.1.4. Revenue, by program service provided, by funding source.

5.1.1.5. Total amount of donation and/or fees collected from all individuals.

5.1.1.6. Actual Units served, by program service provided, by funding source.

5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.

5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.

5.1.1.9. Unmet need/waiting list.

5.1.1.10. Lengths of time clients are on a waiting list.

5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.

5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:

5.1.3.1. For home-delivered meals:

5.1.3.1.1. The number of meals served by client and by town.

5.1.3.1.2. The number of meals served in the aggregate; and

5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.

5.1.3.2. For transportation:

5.1.3.2.1. The number of clients served by town and in the aggregate;

5.1.3.2.2. The number of miles in the aggregate;

5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.



6. Performance Measures

6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:

6.1.1. All clients served meet eligibility requirements;

6.1.2. The contractor identified, located and served the people who need and could benefit from services.

6.1.3. The contractor determined and redetermined accurate and timely eligibility

6.1.4. Clients receive services in accordance with their needs.

6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

6.2.1.1. Data

6.2.1.2. Financial records

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

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

6.2.1.5. Scheduled phone access to Contractor principals and staff

6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.



Service Area

The Contractor shall provide services in Exhibit A, Scope of Services, in accordance with the rates in Exhibit B-1, Rate Sheet, to eligible individuals in the following towns/counties/cities.

- Hillsborough County – Towns of Manchester, Bedford, Litchfield & Goffstown
- Rockingham County – Town of Auburn
- Merrimack County – Town of Hooksett

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. The contract is funded with federal funds. Availability of federal funds is contingent upon meeting the requirements outlined in the:

   - Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3CM, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3HD, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2
   - Catalog of Federal Domestic Assistance #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX

3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.

4. Payment shall be made as follows:

4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.

4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.

4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.

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 the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	2,274	$23.70	$ 53,893.80

7/1/2017 through 06/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	4,548	$23.70	$ 107,787.60

7/1/2018 through 09/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	1,137	$23.70	$ 26,946.90

Contractor Initials: CMD

Date: 12/2/16

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 12 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

Contractor Initials CMW
Date 12/2/16

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 Division 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.

Contractor Initials _____

Date 12/2/16

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: Easter Seals NH, Inc.

12/2/16
Date

Name: Tina Sharby
Title: CHRO

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-I.)

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

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

Contractor Name: Easter Seals NH, Inc.

12/2/16
Date

Name: Tina Sharby
Title: CHRO

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: Easter Seals NH, Inc.

12/2/16
Date

Name: Tina Sharby
Title: CHRO

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.

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

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

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

Contractor Name: Easter Seals NH, Inc.

12/2/16
Date.

Name: Tina Sharby
Title: CHRO

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: Easter Seals NH, Inc.

12/2/16
Date

Name: Tina Sharby
Title: CHRO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

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	Easter Seals NH, Inc.
Name of the Contractor	
Signature of Authorized Representative	Signature of Authorized Representative
Maureen Ryan	Tina Sharby
Name of Authorized Representative	Name of Authorized Representative
Director, OHS	CHRO
Title of Authorized Representative	Title of Authorized Representative
12/6/16	12/2/16
Date	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:

12/2/16
Date

Name: Tina Sharby
Title: CHRO

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: 08-5573467

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Nutrition and Transportation Contract

This 2nd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated this 26th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Gibson Center for Senior Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 14 Grove Street, North Conway, NH 03860-0655.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), as amended on December 20, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the service rates, and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,078,009.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit B-1 Amendment #1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #2, Rate Sheet.

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

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

State of New Hampshire
Department of Health and Human Services

1/28/19
Date

Name: Christine Santaniello
Title: Director, DCTSS

Gibson Center for Senior Services, Inc.

1/16/19
Date

Name: Charles Macomber
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Carroll on January 16, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public ~~or Justice of the Peace~~

Kenneth Kaslow Notary Public
Name and Title of Notary ~~or Justice of the Peace~~

My Commission Expires: KENNETH S. KASLOW, Notary Public
My Commission Expires July 11, 2023

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

OFFICE OF THE ATTORNEY GENERAL

1/31/19
Date

Name: Meg a A. Yapp
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Rate Sheet
Amendment #2

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	3,582	$5.50		$ 19,701.00
Title IIIC HD Meals	Per Meal	11,891	$5.50		$ 65,400.50
Title IIIC Cong Meals	Per Meal	8,500	$5.50		$ 46,750.00
Title IIIB Transportation	PerClient/PerDay	542	$23.70		$ 12,845.40
			Subtotal		*$ 144,696.90*

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	7,163	$5.78		$ 41,402.14
Title IIIC HD Meals	Per Meal	23,781	$5.78		$ 137,454.18
Title IIIC Cong Meals	Per Meal	17,000	$5.78		$ 98,260.00
Title IIIB Transportation	PerClient/PerDay	1,083	$24.89		$ 26,955.87
			Subtotal		*$ 304,072.19*

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service 7/1/18-12/31/18	Rate per Service 1/1/19-6/30/19	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	7,163	$5.78	$6.00	$ 42,978.00
Title IIIC HD Meals	Per Meal	23,781	$5.78	$6.00	$ 142,686.00
Title IIIC Cong Meals	Per Meal	17,000	$5.78	$6.00	$ 102,000.00
Title IIIB Transportation	PerClient/PerDay	1,083	$24.89	$24.89	$ 26,955.87
			Subtotal		*$ 314,619.87*

7/1/2019 through 06/30/2020 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	7,163	$6.00		$ 42,978.00
Title IIIC HD Meals	Per Meal	23,781	$6.00		$ 142,686.00
Title IIIC Cong Meals	Per Meal	17,000	$6.00		$ 102,000.00
Title IIIB Transportation	PerClient/PerDay	1,083	$24.89		$ 26,955.87
			Subtotal		*$ 314,619.87*

Total		$ 1,078,008.83

Contractor Initials: CW
Date: 4/6/18

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 GIBSON CENTER FOR SENIOR SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 10, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **60369**
Certificate Number: **0004379511**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of January A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Gibson Center for Senior Services, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on November 19, 2018:
(Date)

RESOLVED: That the President
(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 16th day of January, 2019.
(Date Amendment Signed)

4. Charles Macomber is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Ted Wrobl
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 16th day of January, 2019.

By Ted Wroblewski.
(Name of Elected Officer of the Agency)

(Notary Public/~~Justice of the Peace~~)

(NOTARY SEAL)

Commission Expires: KENNETH S. KASLOW, Notary Public
My Commission Expires July 11, 2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/15/2019

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

PRODUCER	CONTACT NAME: Heather Clement	
Chalmers Insurance Group - North Conway PO Box 2480 3277 White Mountain Highway North Conway NH 03860	PHONE (A/C, No, Ext): (603) 356-6926 FAX (A/C, No): (603) 356-6934 E-MAIL ADDRESS: HClement@chalmersinsuranceGroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Gibson Center for Senior Services, Inc. PO Box 655 North Conway NH 03860-0655	INSURER A : Acadia Insurance Company	31325
	INSURER B : Continental Western Insurance Company	10804
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 18/19 GL BA WC Umb **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPA0011318-33	05/01/2018	05/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 250,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAA0011366-34	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Pollution Liab Broadening	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUA0011368-33	05/01/2018	05/01/2019	EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA0018862-32	05/01/2018	05/01/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

Evidence of Insurance

CERTIFICATE HOLDER

State of New Hampshire
NH Dept of Health & Human Svcs
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The Gibson Center for Senior Services, Inc.

PO Box 655 • 14 Grove St. • North Conway, New Hampshire 03860-0655
603-356-3231 • Fax: 603-356-0100 • www.gibsoncenter.org

The mission of the Gibson Center for Senior Services is to offer programs that enable seniors in New Hampshire's Northern Carroll County to live independently and actively, with purpose and dignity.

GIBSON CENTER FOR SENIOR SERVICES, INC.
AND AFFILIATE

Consolidated Financial Statements

June 30, 2018 and 2017

and

Independent Auditor's Report

GIBSON CENTER FOR SENIOR SERVICES, INC.
AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2018 and 2017

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VACHON CLUKAY
& COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Gibson Center for Senior Services, Inc. and Affiliate

We have audited the accompanying consolidated financial statements of the Gibson Center for Senior Services, Inc. (a nonprofit organization) and Affiliate, which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with 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 consolidated financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Gibson Center for Senior Services, Inc. and Affiliate as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

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

Vachon Clukay & Company PC

Manchester, New Hampshire
September 18, 2018

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
June 30, 2018 and 2017

	2018	2017
ASSETS		
Cash and cash equivalents	$ 172,912	$ 264,332
Investments	158,234	156,738
Accounts receivable	80,144	51,660
Prepaid expenses	37,216	29,242
Inventory	2,397	2,397
Deposits	250	7,788
Property and equipment, net	2,756,973	2,758,505
New Hampshire Charitable Foundation Restricted Fund	793,150	769,000
TOTAL ASSETS	$ 4,001,276	$ 4,039,662
LIABILITIES AND NET ASSETS		
LIABILITIES:		
Accounts payable	$ 34,169	$ 22,932
Accrued expenses	46,180	30,039
Deferred income	38,195	37,500
Security deposit payable	10,551	11,662
Mortgage note payable	134,933	150,759
TOTAL LIABILITIES	264,028	252,892
NET ASSETS:		
Unrestricted:		
Undesignated	2,843,068	2,948,955
Board restricted for capital acquisitions	877,455	816,381
Temporarily restricted	16,725	21,434
TOTAL NET ASSETS	3,737,248	3,786,770
TOTAL LIABILITIES AND NET ASSETS	$ 4,001,276	$ 4,039,662

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2018 and 2017

	2018	2017
CHANGES IN UNRESTRICTED NET ASSETS:		
Fees and grants from governmental agencies	$ 347,696	$ 355,249
Town appropriations	50,000	50,000
Contributions	200,750	249,942
Fund raising	172,132	140,701
Rental income	158,630	163,400
Interest and dividend income	7,795	5,231
Other income	37,693	48,192
(Loss) on sale of assets	(1,442)	-
Net unrealized and realized gains on investments	55,658	92,547
TOTAL OPERATING REVENUES AND GAINS	1,028,912	1,105,262
NET ASSETS RELEASED FROM RESTRICTIONS:		
Satisfaction of donor restrictions	27,709	11,378
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	27,709	11,378
TOTAL OPERATING REVENUES AND GAINS AND OTHER SUPPORT	1,056,621	1,116,640
OPERATING EXPENSES:		
PROGRAM SERVICES:		
Nutrition	415,442	426,138
Transportation	91,642	107,375
Social and Educational	106,691	105,901
Total Program Services	613,775	639,414
SUPPORTING SERVICES:		
Management and general	331,948	281,172
Fund raising	155,711	140,310
Total Supporting Services	487,659	421,482
TOTAL OPERATING EXPENSES	1,101,434	1,060,896
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	(44,813)	55,744
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:		
Grants	23,000	20,001
Net assets released from restrictions	(27,709)	(11,378)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	(4,709)	8,623
INCREASE (DECREASE) IN NET ASSETS	(49,522)	64,367
NET ASSETS, July 1	3,786,770	3,722,403
NET ASSETS, June 30	$ 3,737,248	$ 3,786,770

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2018

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses 2018
Salaries and wages	$ 222,570	$ 51,676	$ 60,790	$ 335,036	$ 26,619	$ 94,814	$ 121,433	$ 456,469
Payroll taxes	16,669	3,873	4,482	25,024	2,379	7,086	9,465	34,489
Employee benefits	37,065	4,698	14,087	55,850	13,199	17,157	30,356	86,206
Total Salaries and Related Expenses	276,304	60,247	79,359	415,910	42,197	119,057	161,254	577,164
Food	61,957	-	-	61,957	-	-	-	61,957
Direct program expenses	14,686	1,492	23,653	39,831	192	16,644	16,836	56,667
Vehicle expense	-	17,075	-	17,075	-	-	-	17,075
Travel	8,836	142	32	9,010	1,161	613	1,774	10,784
Conferences and training	613	45	-	658	75	-	75	733
Insurance	9,400	2,471	361	12,232	16,736	361	17,097	29,329
Telephone	612	228	228	1,068	940	228	1,168	2,236
Professional services	5,791	1,668	1,668	9,127	18,920	10,768	29,688	38,815
Postage	239	-	34	273	470	3	473	746
Office expenses	3,337	1,117	1,356	5,810	2,077	2,170	4,247	10,057
Public relations/communications	50	-	-	50	-	450	450	500
Special events	-	-	-	-	-	5,417	5,417	5,417
Utilities	17,479	3,566	-	21,045	35,897	-	35,897	56,942
Repairs and maintenance	16,138	3,428	-	19,566	73,722	-	73,722	93,288
Advertising	-	-	-	-	263	-	263	263
Foundation and investment expenses	-	-	-	-	7,539	-	7,539	7,539
Interest expense	-	-	-	-	6,452	-	6,452	6,452
Payments in lieu of real estate taxes	-	-	-	-	15,328	-	15,328	15,328
Total Expenses Before Depreciation	415,442	91,479	106,691	613,612	221,969	155,711	377,680	991,292
Depreciation expense	-	163	-	163	109,979	-	109,979	110,142
Total Expenses	$ 415,442	$ 91,642	$ 106,691	$ 613,775	$ 331,948	$ 155,711	$ 487,659	$ 1,101,434

For the Year Ended June 30, 2017

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses 2017
Salaries and wages	$ 225,675	$ 59,758	$ 56,960	$ 342,393	$ 23,665	$ 85,860	$ 109,525	$ 451,918
Payroll taxes	16,988	4,617	4,082	25,687	1,758	6,435	8,193	33,880
Employee benefits	39,996	7,036	13,966	60,998	8,971	19,331	28,302	89,300
Total Salaries and Related Expenses	282,659	71,411	75,008	429,078	34,394	111,626	146,020	575,098
Food	63,483	-	-	63,483	-	-	-	63,483
Direct program expenses	14,854	857	28,125	43,836	210	14,705	14,915	58,751
Vehicle expense	-	22,043	-	22,043	-	-	-	22,043
Travel	9,293	65	-	9,358	958	738	1,696	11,054
Conferences and training	836	308	-	1,144	-	175	175	1,319
Insurance	9,378	2,466	362	12,206	15,181	362	15,543	27,749
Telephone	604	228	228	1,060	732	228	960	2,020
Professional services	5,187	1,478	1,478	8,143	5,777	1,478	7,255	15,398
Postage	209	-	-	209	433	158	591	800
Office expenses	3,316	762	700	4,778	2,193	2,808	5,001	9,779
Public relations/communications	348	31	-	379	-	1,366	1,366	1,745
Special events	-	-	-	-	-	6,666	6,666	6,666
Utilities	14,703	3,003	-	17,706	34,239	-	34,239	51,945
Repairs and maintenance	21,268	4,396	-	25,664	52,198	-	52,198	77,862
Foundation and investment expenses	-	-	-	-	6,961	-	6,961	6,961
Interest expense	-	-	-	-	5,954	-	5,954	5,954
Payments in lieu of real estate taxes	-	-	-	-	14,763	-	14,763	14,763
Total Expenses Before Depreciation	426,138	107,048	105,901	639,087	173,993	140,310	314,303	953,390
Depreciation expense	-	327	-	327	107,179	-	107,179	107,506
Total Expenses	$ 426,138	$ 107,375	$ 105,901	$ 639,414	$ 281,172	$ 140,310	$ 421,482	$ 1,060,896

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2018 and 2017

	2018	2017
Cash Flows From Operating Activities:		
Cash received from grants and contributions	$ 589,847	$ 666,171
Interest income received	1,915	1,326
Other income received	370,459	377,229
Cash paid to employees	(379,080)	(448,958)
Cash paid to suppliers	(562,794)	(471,076)
Payments in lieu of tax	(15,328)	(14,763)
Interest paid	(6,452)	(5,954)
Net Cash Provided (Used) by Operating Activities	(1,433)	103,975
Cash Flows From Investing Activities:		
Distributions from New Hampshire Charitable Foundation	29,849	30,058
Purchases of investments	(1,496)	(51,323)
Purchases of property and equipment	(102,514)	(30,429)
Net Cash (Used) by Investing Activities	(74,161)	(51,694)
Cash Flows From Financing Activities:		
Payments on notes payable	(15,826)	(15,683)
Net Cash (Used) by Financing Activities	(15,826)	(15,683)
Net increase (decrease) in cash and cash equivalents	(91,420)	36,598
Cash and cash equivalents, July 1	264,332	227,734
Cash and cash equivalents, June 30	$ 172,912	$ 264,332
Reconciliation of Increase (Decrease) in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Increase (Decrease) in net assets	$ (49,522)	$ 64,367
Adjustments to Reconcile Increase (Decrease) in Net Assets to to Net Cash Provided (Used) by Operating Activities:		
Depreciation	110,142	107,506
Change in Assets held by New Hampshire Charitable Foundation	(53,999)	(89,099)
Net loss on disposal of assets	1,442	
Changes in operating assets and liabilities:		
(Increase) Decrease in accounts receivable	(28,484)	16,382
(Increase) Decrease in prepaid expenses	(7,974)	8,581
(Increase) in deposits	-	(7,288)
Increase in accounts payable	11,237	2,359
Increase in accrued expenses	16,141	2,276
Increase (Decrease) in deferred revenue	695	(1,868)
Increase (Decrease) in security deposit payable	(1,111)	759
Net Cash Provided (Used) by Operating Activities	$ (1,433)	$ 103,975
Non-cash Investing and Financing Transactions		
Net increase in value of restricted funds held by NHCF	$ 53,999	$ 89,099
Net book value of disposed capital assets	$ 1,442	$ -

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
For the Years Ended June 30, 2018 and 2017

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

The Gibson Center for Senior Services, Inc. (the "Organization") was founded on October 1, 1979 and subsequently incorporated on November 15, 1988 as a non-profit organization. The Organization offers an evolving array of programs and services to both active and passive senior residents of Northern Carroll County New Hampshire. The Organization services the needs of senior residents through nutrition programs, transportation programs for the elderly and disabled, and social and educational programs, which are designed to enable them to stay actively involved in their communities.

Affiliate

In May 2005, the Organization established Silver Lake Senior Housing Corporation (the Affiliate), a non-profit organization, for the purpose of acquiring land and buildings located in Madison, New Hampshire. The Affiliate operates a senior residential facility. The operation of Silver Lake Landing began July 22, 2005.

Accounting Policies

The accounting policies of the Gibson Center for Senior Services, Inc. and Affiliate conform to accounting principles generally accepted in the United States of America as applicable to non-profit organizations except as indicated hereafter. All significant inter-company transactions and balances have been eliminated for the consolidated financial statement presentation. The following is a summary of significant accounting policies.

Basis of Presentation

The consolidated financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based upon the existence or absence of donor-imposed restrictions.

Basis of Accounting

The consolidated financial statements have been prepared on the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Contributions

The Organization accounts for contributions received in accordance with FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made*. Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Donated Services, Materials and Facilities

The Organization receives donated services from a variety of unpaid volunteers assisting with meal deliveries to the elderly and disabled, operations at the thrift shop, and other administrative tasks. No amounts have been recognized in the consolidated financial statements for these donated services because the accounting criteria for recognition of such volunteer efforts have not been satisfied.

Additionally, the Organization operates a thrift shop in which all items sold in the shop have been donated. The fair value of the donated goods is indeterminable until time of sale. Revenue recognized pertaining to the operation of the thrift shop, and included within fundraising revenue, for the years ended June 30, 2018 and 2017 was $75,466 and $79,321, respectively.

Functional Allocation of Expenses

The costs of providing the various programs and supporting services have been summarized on a functional basis. Accordingly, certain costs have been allocated on the statements of functional expenses among the programs and supporting services based on percentage allocations determined by the Organization's management.

Cash and Cash Equivalents

For the purpose of the statements of cash flows, cash and equivalents consist of demand deposits, cash on hand and all highly liquid investments with a maturity of 90 days or less.

Investments

Investments, which consist solely of certificates of deposit with a maturity of greater than ninety days from the date of issuance, are carried at their market value at June 30, 2018 and June 30, 2017. Interest income is reflected in the statements of activities.

At June 30, 2018 and 2017, the market value of investments consists of the following:

	2018	2017
Certificates of deposit	$ 158,234	$ 156,738

Contributions Receivable

Unconditional pledges are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional.

Inventory

Inventory consists of maintenance supplies on hand and is valued at the lower of cost (determined on the first-in, first-out method) or market. Food purchases are recorded as an expense in the period purchased. Food inventory, if any, at year end is not material to the consolidated financial statements.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Organization's policy is to capitalize expenditures for major improvements and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	Years
Land improvements	5-39
Building and improvements	5-40
Equipment and vehicles	3-15
Furniture and fixtures	5-39

Accrued Earned Time

All full-time and part-time employees accrue earned time as they provide services. Earned time is accrued at a rate dependent upon length of service. Earned time may be accrued to a maximum of 26 days. Upon termination of employment, any accrued/unused earned time will be paid at current rates of pay, except for employees who have been employed for less than 90 days.

Bad Debts

The Organization uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2018 and 2017, because management of the Organization believes that all outstanding receivables are fully collectible.

Estimates

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

Fair Value of Financial Instruments

Cash and cash equivalents, accounts receivable, accounts payable and accrued expenses are carried in the consolidated financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Income Taxes

The Organization and its Affiliate have both received determination letters from the Internal Revenue Service stating that they qualify for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for their exempt function income. In addition, the Organization and its Affiliate are not subject to state income taxes. Accordingly, no provision has been made for Federal or State income taxes.

The FASB adopted Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Organization and its Affiliate to report uncertain tax positions for financial reporting purposes. FASB ASC 740 prescribes rules regarding how the Organization and its Affiliate should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Organization and its Affiliates tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Organization and its Affiliate do not have any material unrecognized tax benefits.

During the years ended June 30, 2018 and 2017, the Organization had unrelated business income from advertising, copier fees, and room usage fees. No provision has been made in these consolidated financial statements for accrued unrelated business income taxes as the amount is not material.

NOTE 2--CONCENTRATION OF CREDIT RISK

The Organization and its Affiliate maintain bank deposits at a local financial institution located in New Hampshire. The Organization and its Affiliate's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of $250,000. Certificates of deposit maintained by the Organization and its Affiliate are also insured by the FDIC up to a total of $250,000. There were no balances exceeding federally insured limits for the Organization or its Affiliate at June 30, 2018 and 2017.

NOTE 3--INVESTMENTS

Fair Value Measurements

The Organization and its Affiliate report under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820) which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest

priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1 - Inputs to the valuation methodology are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2 – Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities that are not active;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs at the closing price reported on the active market on which the individual securities are traded.

Following is a description of the valuation methodologies used for assets measured at fair value.

Certificates of Deposit: Valued at acquisition cost which approximates fair value.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Organization and its Affiliate's assets at fair value:

Assets at Fair Value as of June 30, 2018

	Level 1
Certificates of Deposit	$ 158,234

Assets at Fair Value as of June 30, 2017

	Level 1
Certificates of Deposit	$ 156,738

Investment Valuation and Income Recognition

The Organization and its Affiliate's investments as of June 30, 2018 and June 30, 2017 are stated at fair value. Interest income is recorded on the accrual basis.

NOTE 4--ACCOUNTS RECEIVABLE

Accounts receivable consist of the following at June 30, 2018 and 2017:

	2018	2017
Town appropriations	$ 43,500	$ 26,000
Fees and grants from governmental agencies	35,184	15,472
Other	1,460	10,188
	$ 80,144	$ 51,660

NOTE 5--PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2018 and 2017 is as follows:

	2018	2017
Organization		
Land and land improvements	$ 377,789	$ 377,789
Building and building improvements	1,610,740	1,608,810
Equipment and vehicles	250,523	200,087
Furniture and fixtures	73,076	72,717
	2,312,128	2,259,403
Less accumulated depreciation	(878,012)	(827,087)
	$ 1,434,116	$ 1,432,316

	2018	2017
Affiliate		
Land and land improvements	$ 328,600	$ 328,600
Building and building improvements	1,319,160	1,319,462
Equipment and vehicles	83,505	41,175
Furniture and fixtures	105,637	103,230
	1,836,902	1,792,467
Less accumulated depreciation	(514,045)	(466,278)
	$ 1,322,857	$ 1,326,189

	2018	2017
Consolidated		
Land and land improvements	$ 706,389	$ 706,389
Building and building improvements	2,929,900	2,928,272
Equipment and vehicles	334,028	241,262
Furniture and fixtures	178,713	175,947
	4,149,030	4,051,870
Less accumulated depreciation	(1,392,057)	(1,293,365)
	$ 2,756,973	$ 2,758,505

NOTE 6--ACCRUED EXPENSES

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Accrued expenses consist of the following at June 30, 2018 and 2017:

	2018	2017
Accrued salaries	$ 27,379	$ 9,670
Accrued earned time	18,801	20,369
	$ 46,180	$ 30,039

NOTE 7--DEFERRED INCOME

Deferred income of the following at June 30, 2018 and 2017:

	2018	2017
Unearned Town appropriations	$ 37,500	$ 37,500

NOTE 8--NOTES PAYABLE

At June 30, 2018 and 2017, notes payable consists of the following:

	2018	2017
$300,000 note payable, secured by property, payable in monthly installments of $1,770 including interest through July 22, 2025. The variable interest rate on the note is 3.25% through July 22, 2014. Thereafter, the interest rate will change at least annually and be discounted based on the prime rate. The balance of the note is payable in full on July 22, 2025. The rate as of June 30, 2018 is 5.00%	$ 134,933	$ 150,759

Following are the maturities of the notes payable as of June 30, 2018:

Year Ending June 30,	Amount
2019	$ 16,364
2020	17,201
2021	18,082
2022	19,833
2023	19,007
Thereafter	44,446
	$ 134,933

NOTE 9--TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of the following donor restricted funding at June 30, 2018 and 2017:

	2018	2017
Capital repairs		$ 15,000
Food bank	$ 5,725	5,725
Security upgrades	11,000	-
Kitchen upgrades	-	709
	$ 16,725	$ 21,434

NOTE 10--CONCENTRATION OF REVENUE RISK

During the years ended June 30, 2018 and 2017, the Organization received 34% ($347,696) and 33% ($355,249), respectively, of its revenues in the form of federal and state nutrition and transportation fees and grants from the State of New Hampshire.

The current nutrition and transportation grant agreement with the State of New Hampshire was extended through June 30, 2019. Revenue is recognized as earned under the terms of the contract on a reimbursement basis through submission of monthly claims reports.

NOTE 11--NEW HAMPSHIRE CHARITABLE FOUNDATION RESTRICTED FUND

The New Hampshire Charitable Foundation, owns, manages and controls funds which may be used for major acquisition and improvement to the Organization's facilities. Funds will be advanced only at the sole and absolute discretion of the Board of Trustees of the New Hampshire Charitable Foundation. The Organization does not have an independent right to demand payment or transfer funds on deposit with the New Hampshire Charitable Foundation.

Pursuant to FASB Accounting Standards Codification (FASB ASC 958-605) entitled "*Transfers of Assets to a Non-for-Profit Organization or Charitable Trust that Raises or Holds Contributions for Others*", the financial activities of assets held by the New Hampshire Charitable Foundation are included in the consolidated financial statements of the Organization. Information is not available from the New

Hampshire Charitable Foundation to report these assets by level classification for fair value reporting purposes.

The change in asset values for funds held by the New Hampshire Charitable Foundation for the year ended June 30, 2018 and 2017 are as follows:

	2018	2017
Balance at July 1	$ 769,000	$ 709,959
Dividend and interest income	5,880	3,513
Realized gain on investments	9,426	25,311
Unrealized gain on investments	46,232	67,236
	61,538	96,060
Investment fees and expenses	(7,539)	(6,961)
Total Return - net of investment fees	53,999	89,099
Distributions	(29,849)	(30,058)
Balance at June 30	$ 793,150	$ 769,000

NOTE 12--RELATED PARTY TRANSACTIONS

The Gibson Center for Senior Services, Inc. has a management agreement with Silver Lake Senior Housing Corporation, its affiliate. The total fees received by the Gibson Center for Senior Services, Inc. from its affiliate were $24,900 and $21,000 for the years ended June 30, 2018 and 2017, respectively.

NOTE 13--CONTINGENCIES

Grants require fulfillment of certain conditions as set forth in the terms of the grant. Failure to fulfill grant conditions could result in the return of the funds to grantors. Although that is a possibility, the Board deems the contingency remote, since by accepting the gifts and their applicable terms it has accommodated the objectives of the Organization to the provisions of the gift.

In the year ended June 30, 2000, the Organization was the recipient of a $500,000 Community Development Block Grant as a "Target of Assistance" passed through the Town of Conway, New Hampshire. The terms of the grant contain several requirements, including restrictions on the resale of the property for a period of up to twenty years after completion of the grant. Should the Organization fail to comply with the terms of the grant, they may be subject to repayment of the funds.

NOTE 14--SUBSEQUENT EVENTS

Subsequent events have been evaluated through September 18, 2018, which is the date the consolidated financial statements were available to be issued.

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2018

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
ASSETS				
Cash and cash equivalents	$ 109,094	$ 63,818		$ 172,912
Investments	158,234			158,234
Accounts receivable	80,144			80,144
Prepaid expenses	18,374	18,842		37,216
Inventory		2,397		2,397
Investment in affiliate	1,485,458		$ (1,485,458)	-
Deposits	250			250
Property and equipment, net	1,434,116	1,322,857		2,756,973
New Hampshire Charitable Foundation Restricted Fund	793,150			793,150
TOTAL ASSETS	$ 4,078,820	$ 1,407,914	$ (1,485,458)	$ 4,001,276
LIABILITIES AND NET ASSETS				
LIABILITIES:				
Accounts payable	$ 24,124	$ 10,045		$ 34,169
Accrued expenses	46,180			46,180
Deferred income	37,500	695		38,195
Security deposit payable		10,551		10,551
Mortgage note payable		134,933		134,933
TOTAL LIABILITIES	107,804	156,224	$ -	264,028
NET ASSETS:				
Unrestricted:				
Undesignated	3,076,836	1,251,690	(1,485,458)	2,843,068
Board restricted for capital acquisitions	877,455			877,455
Temporarily restricted	16,725			16,725
TOTAL NET ASSETS	3,971,016	1,251,690	(1,485,458)	3,737,248
TOTAL LIABILITIES AND NET ASSETS	$ 4,078,820	$ 1,407,914	$ (1,485,458)	$ 4,001,276

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2017

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
ASSETS				
Cash and cash equivalents	$ 162,979	$ 101,353		$ 264,332
Investments	156,738			156,738
Accounts receivable	49,845	1,815		51,660
Prepaid expenses	14,628	14,614		29,242
Inventory		2,397		2,397
Investment in affiliate	1,485,458		$ (1,485,458)	-
Deposits	250	7,538		7,788
Property and equipment, net	1,432,316	1,326,189		2,758,505
New Hampshire Charitable Foundation Restricted Fund	769,000			769,000
TOTAL ASSETS	$ 4,071,214	$ 1,453,906	$ (1,485,458)	$ 4,039,662
LIABILITIES AND NET ASSETS				
LIABILITIES:				
Accounts payable	$ 18,960	$ 3,972		$ 22,932
Accrued expenses	30,039			30,039
Deferred income	37,500			37,500
Security deposit payable		11,662		11,662
Mortgage note payable		150,759		150,759
TOTAL LIABILITIES	86,499	166,393	$ -	252,892
NET ASSETS:				
Unrestricted:				
Undesignated	3,146,900	1,287,513	(1,485,458)	2,948,955
Board restricted for capital acquisitions	816,381			816,381
Temporarily restricted	21,434			21,434
TOTAL NET ASSETS	3,984,715	1,287,513	(1,485,458)	3,786,770
TOTAL LIABILITIES AND NET ASSETS	$ 4,071,214	$ 1,453,906	$ (1,485,458)	$ 4,039,662

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2018

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
CHANGES IN UNRESTRICTED NET ASSETS:				
Fees and grants from governmental agencies	$ 347,696			$ 347,696
Town appropriations	50,000			50,000
Contributions	199,450	$ 1,300		200,750
Fund raising	172,132			172,132
Rental income	7,500	151,130		158,630
Interest and dividend income	7,395	400		7,795
Other income	58,624	3,969	$ (24,900)	37,693
(Loss) on sale of assets	(313)	(1,129)		(1,442)
Net unrealized and realized (losses) on investments	55,658	-	-	55,658
TOTAL OPERATING REVENUES AND GAINS	898,142	155,670	(24,900)	1,028,912
NET ASSETS RELEASED FROM RESTRICTIONS:				
Satisfaction of donor restrictions	27,709			27,709
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	27,709	-	-	27,709
TOTAL OPERATING REVENUES AND GAINS AND OTHER SUPPORT	925,851	155,670	(24,900)	1,056,621
OPERATING EXPENSES:				
PROGRAM SERVICES:				
Nutrition	415,442			415,442
Transportation	91,642			91,642
Social and Educational	106,691			106,691
Total Program Services	613,775	-	-	613,775
SUPPORTING SERVICES:				
Management and general	165,355	191,493	(24,900)	331,948
Fund raising	155,711			155,711
Total Supporting Services	321,066	191,493	(24,900)	487,659
TOTAL OPERATING EXPENSES	934,841	191,493	(24,900)	1,101,434
INCREASE IN UNRESTRICTED NET ASSETS FROM OPERATIONS	(8,990)	(35,823)	-	(44,813)
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:				
Grants	23,000			23,000
Net assets released from restrictions	(27,709)			(27,709)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	(4,709)	-	-	(4,709)
INCREASE IN NET ASSETS	(13,699)	(35,823)	-	(49,522)
NET ASSETS, July 1	3,984,715	1,287,513	(1,485,458)	3,786,770
NET ASSETS, June 30	$ 3,971,016	$ 1,251,690	$ (1,485,458)	$ 3,737,248

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2017

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
CHANGES IN UNRESTRICTED NET ASSETS:				
Fees and grants from governmental agencies	$ 355,249			$ 355,249
Town appropriations	50,000			50,000
Contributions	224,342	$ 25,600		249,942
Fund raising	140,701			140,701
Rental income	7,500	155,900		163,400
Interest and dividend income	4,839	392		5,231
Other income	64,972	4,220	$ (21,000)	48,192
Net unrealized and realized (losses) on investments	92,547			92,547
TOTAL OPERATING REVENUES AND GAINS	940,150	186,112	(21,000)	1,105,262
NET ASSETS RELEASED FROM RESTRICTIONS:				
Satisfaction of donor restrictions	11,378			11,378
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	11,378	-	-	11,378
TOTAL OPERATING REVENUES AND GAINS AND OTHER SUPPORT	951,528	186,112	(21,000)	1,116,640
OPERATING EXPENSES:				
PROGRAM SERVICES:				
Nutrition	426,138			426,138
Transportation	107,375			107,375
Social and Educational	105,901			105,901
Total Program Services	639,414	-	-	639,414
SUPPORTING SERVICES:				
Management and general	126,678	175,494	(21,000)	281,172
Fund raising	140,310			140,310
Total Supporting Services	266,988	175,494	(21,000)	421,482
TOTAL OPERATING EXPENSES	906,402	175,494	(21,000)	1,060,896
INCREASE IN UNRESTRICTED NET ASSETS FROM OPERATIONS	45,126	10,618	-	55,744
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:				
Grants	20,001			20,001
Net assets released from restrictions	(11,378)			(11,378)
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	8,623	-	-	8,623
INCREASE IN NET ASSETS	53,749	10,618	-	64,367
NET ASSETS, July 1	3,930,966	1,276,895	(1,485,458)	3,722,403
NET ASSETS, June 30	$ 3,984,715	$ 1,287,513	$ (1,485,458)	$ 3,786,770

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2018

Gibson Center for Senior Services, Inc.:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ 222,570	$ 51,676	$ 60,790	$ 335,036	$ 26,619	$ 94,814	$ 121,433	$ 456,469
Payroll taxes	16,669	3,873	4,482	25,024	2,379	7,086	9,465	34,489
Employee benefits	37,065	4,698	14,087	55,850	13,199	17,157	30,356	86,206
Total Salaries and Related Expenses	276,304	60,247	79,359	415,910	42,197	119,057	161,254	577,164
Food	61,957	-	-	61,957	-	-	-	61,957
Direct program expenses	14,686	1,492	23,653	39,831	192	16,644	16,836	56,667
Vehicle expenses	-	17,075	-	17,075	-	-	-	17,075
Travel	8,836	142	32	9,010	616	613	1,229	10,239
Conferences and training	613	45	-	658	75	-	75	733
Insurance	9,400	2,471	361	12,232	5,260	361	5,621	17,853
Telephone	612	228	228	1,068	432	228	660	1,728
Professional services	5,791	1,668	1,668	9,127	14,027	10,768	24,795	33,922
Postage	239	-	34	273	463	3	466	739
Office expenses	3,337	1,117	1,356	5,810	1,542	2,170	3,712	9,522
Public relations/communications	50	-	-	50	-	450	450	500
Special events	-	-	-	-	-	5,417	5,417	5,417
Utilities	17,479	3,566	-	21,045	5,928	-	5,928	26,973
Repairs and maintenance	16,138	3,428	-	19,566	26,025	-	26,025	45,591
Foundation and investment expenses	-	-	-	-	7,539	-	7,539	7,539
Total Expenses Before Depreciation	415,442	91,479	106,691	613,612	104,296	155,711	260,007	873,619
Depreciation expense	-	163	-	163	61,059	-	61,059	61,222
Total Expenses	$ 415,442	$ 91,642	$ 106,691	$ 613,775	$ 165,355	$ 155,711	$ 321,066	$ 934,841

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2018

Silver Lake Senior Housing Corporation:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll taxes	-	-	-	-	-	-	-	-
Employee benefits	-	-	-	-	-	-	-	-
Total Salaries and Related Expenses	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Vehicle expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-
Conferences and training	-	-	-	-	545	-	545	545
Insurance	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	11,476	-	11,476	11,476
Professional services	-	-	-	-	508	-	508	508
Postage	-	-	-	-	4,893	-	4,893	4,893
Office expenses	-	-	-	-	7	-	7	7
Public relations/communications	-	-	-	-	535	-	535	535
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-
Repairs and maintenance	-	-	-	-	29,969	-	29,969	29,969
Advertising	-	-	-	-	47,697	-	47,697	47,697
Management fees	-	-	-	-	263	-	263	263
Interest expense	-	-	-	-	24,900	-	24,900	24,900
Payments in lieu of real estate taxes	-	-	-	-	6,452	-	6,452	6,452
Total Expenses Before Depreciation	-	-	-	-	15,328	-	15,328	15,328
Depreciation expense	-	-	-	-	142,573	-	142,573	142,573
Total Expenses	$ -	$ -	$ -	$ -	48,920	-	48,920	48,920
					$ 191,493	$ -	$ 191,493	$ 191,493

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2018

Eliminations:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll taxes	-	-	-	-	-	-	-	-
Employee benefits	-	-	-	-	-	-	-	-
Total Salaries and Related Expenses	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Vehicle expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-
Conferences and training	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-
Professional services	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-
Office expenses	-	-	-	-	-	-	-	-
Public relations/communications	-	-	-	-	-	-	-	-
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-
Repairs and maintenance	-	-	-	-	-	-	-	-
Real estate taxes	-	-	-	-	-	-	-	-
Advertising	-	-	-	-	-	-	-	-
Foundation and investment expenses	-	-	-	-	-	-	-	-
Management fees	-	-	-	-	(24,900)	-	(24,900)	(24,900)
Interest expense	-	-	-	-	-	-	-	-
Payments in lieu of real estate taxes	-	-	-	-	-	-	-	-
Total Expenses Before Depreciation	-	-	-	-	(24,900)	-	(24,900)	(24,900)
Depreciation expense	-	-	-	-	-	-	-	-
Total Expenses	$ -	$ -	$ -	$ -	$ (24,900)	$ -	$ (24,900)	$ (24,900)

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2018

Consolidated Totals:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ 222,570	$ 51,676	$ 60,790	$ 335,036	$ 26,619	$ 94,814	$ 121,433	$ 456,469
Payroll taxes	16,669	3,873	4,482	25,024	2,379	7,086	9,465	34,489
Employee benefits	37,065	4,698	14,087	55,850	13,199	17,157	30,356	86,206
Total Salaries and Related Expenses	276,304	60,247	79,359	415,910	42,197	119,057	161,254	577,164
Food	61,957	-	-	61,957	-	-	-	61,957
Direct program expenses	14,686	1,492	23,653	39,831	192	16,644	16,836	56,667
Vehicle expense	-	17,075	-	17,075	-	-	-	17,075
Travel	8,836	142	32	9,010	1,161	613	1,774	10,784
Conferences and training	613	45	-	658	75	-	75	733
Insurance	9,400	2,471	361	12,232	16,736	361	17,097	29,329
Telephone	612	228	228	1,068	940	228	1,168	2,236
Professional services	5,791	1,668	1,668	9,127	18,920	10,768	29,688	38,815
Postage	239	-	34	273	470	3	473	746
Office expenses	3,337	1,117	1,356	5,810	2,077	2,170	4,247	10,057
Public relations/communications	50	-	-	50	-	450	450	500
Special events	-	-	-	-	-	5,417	5,417	5,417
Utilities	17,479	3,566	-	21,045	35,897	-	35,897	56,942
Repairs and maintenance	16,138	3,428	-	19,566	73,722	-	73,722	93,288
Advertising	-	-	-	-	263	-	263	263
Foundation and investment expenses	-	-	-	-	7,539	-	7,539	7,539
Management fees	-	-	-	-	-	-	-	-
Interest expense	-	-	-	-	6,452	-	6,452	6,452
Payments in lieu of real estate taxes	-	-	-	-	15,328	-	15,328	15,328
Total Expenses Before Depreciation	415,442	91,479	106,691	613,612	221,969	155,711	377,680	991,292
Depreciation expense	-	163	-	163	109,979	-	109,979	110,142
Total Expenses	$ 415,442	$ 91,642	$ 106,691	$ 613,775	$ 331,948	$ 155,711	$ 487,659	$ 1,101,434

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2017

Gibson Center for Senior Services, Inc.:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ 225,675	$ 59,758	$ 56,960	$ 342,393	$ 23,665	$ 85,860	$ 109,525	$ 451,918
Payroll taxes	16,988	4,617	4,082	25,687	1,758	6,435	8,193	33,880
Employee benefits	39,996	7,036	13,966	60,998	8,971	19,331	28,302	89,300
Total Salaries and Related Expenses	282,659	71,411	75,008	429,078	34,394	111,626	146,020	575,098
Food	63,483	-	-	63,483	-	-	-	63,483
Direct program expenses	14,854	857	28,125	43,836	210	14,705	14,915	58,751
Vehicle expenses	-	22,043	-	22,043	-	-	-	22,043
Travel	9,293	65	-	9,358	244	738	982	10,340
Conferences and training	836	308		1,144		175	175	1,319
Insurance	9,378	2,466	362	12,206	3,904	362	4,266	16,472
Telephone	604	228	228	1,060	228	228	456	1,516
Professional services	5,187	1,478	1,478	8,143	1,478	1,478	2,956	11,099
Postage	209	-	-	209	386	158	544	753
Office expenses	3,316	762	700	4,778	1,514	2,808	4,322	9,100
Public relations/communications	348	31	-	379	-	1,366	1,366	1,745
Special events	-	-	-	-	-	6,666	6,666	6,666
Utilities	14,703	3,003	-	17,706	4,992	-	4,992	22,698
Repairs and maintenance	21,268	4,396	-	25,664	13,161	-	13,161	38,825
Foundation and investment expenses	-	-	-	-	6,961	-	6,961	6,961
Total Expenses Before Depreciation	426,138	107,048	105,901	639,087	67,472	140,310	207,782	846,869
Depreciation expense	-	327	-	327	59,206	-	59,206	59,533
Total Expenses	$ 426,138	$ 107,375	$ 105,901	$ 639,414	$ 126,678	$ 140,310	$ 266,988	$ 906,402

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2017

Silver Lake Senior Housing Corporation:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll taxes	-	-	-	-	-	-	-	-
Employee benefits	-	-	-	-	-	-	-	-
Total Salaries and Related Expenses	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Vehicle expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	714	-	714	714
Conferences and training	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	11,277	-	11,277	11,277
Telephone	-	-	-	-	504	-	504	504
Professional services	-	-	-	-	4,299	-	4,299	4,299
Postage	-	-	-	-	47	-	47	47
Office expenses	-	-	-	-	679	-	679	679
Public relations/communications	-	-	-	-	-	-	-	-
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	29,247	-	29,247	29,247
Repairs and maintenance	-	-	-	-	39,037	-	39,037	39,037
Advertising	-	-	-	-	-	-	-	-
Management fees	-	-	-	-	21,000	-	21,000	21,000
Interest expense	-	-	-	-	5,954	-	5,954	5,954
Payments in lieu of real estate taxes	-	-	-	-	14,763	-	14,763	14,763
Total Expenses Before Depreciation	-	-	-	-	127,521	-	127,521	127,521
Depreciation expense	-	-	-	-	47,973	-	47,973	47,973
Total Expenses	$ -	$ -	$ -	$ -	$ 175,494	$ -	$ 175,494	$ 175,494

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2017

Eliminations:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll taxes	-	-	-	-	-	-	-	-
Employee benefits	-	-	-	-	-	-	-	-
Total Salaries and Related Expenses	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Vehicle expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-
Conferences and training	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-
Professional services	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-
Office expenses	-	-	-	-	-	-	-	-
Public relations/communications	-	-	-	-	-	-	-	-
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-
Repairs and maintenance	-	-	-	-	-	-	-	-
Real estate taxes	-	-	-	-	-	-	-	-
Advertising	-	-	-	-	-	-	-	-
Foundation and investment expenses	-	-	-	-	-	-	-	-
Management fees	-	-	-	-	-	-	-	-
Interest expense	-	-	-	-	(21,000)	-	(21,000)	(21,000)
Payments in lieu of real estate taxes	-	-	-	-	-	-	-	-
Total Expenses Before Depreciation	-	-	-	-	(21,000)	-	(21,000)	(21,000)
Depreciation expense	-	-	-	-	-	-	-	-
Total Expenses	$ -	$ -	$ -	$ -	$ (21,000)	$ -	$ (21,000)	$ (21,000)

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2017

Consolidated Totals:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ 225,675	$ 59,758	$ 56,960	$ 342,393	$ 23,665	$ 85,860	$ 109,525	$ 451,918
Payroll taxes	16,988	4,617	4,082	25,687	1,758	6,435	8,193	33,880
Employee benefits	39,996	7,036	13,966	60,998	8,971	19,331	28,302	89,300
Total Salaries and Related Expenses	282,659	71,411	75,008	429,078	34,394	111,626	146,020	575,098
Food	63,483	-	-	63,483	-	-	-	63,483
Direct program expenses	14,854	857	28,125	43,836	210	14,705	14,915	58,751
Vehicle expense	-	22,043	-	22,043	-	-	-	22,043
Travel	9,293	65	-	9,358	958	738	1,696	11,054
Conferences and training	836	308	-	1,144	-	175	175	1,319
Insurance	9,378	2,466	362	12,206	15,181	362	15,543	27,749
Telephone	604	228	228	1,060	732	228	960	2,020
Professional services	5,187	1,478	1,478	8,143	5,777	1,478	7,255	15,398
Postage	209	-	-	209	433	158	591	800
Office expenses	3,316	762	700	4,778	2,193	2,808	5,001	9,779
Public relations/communications	348	31	-	379	-	1,366	1,366	1,745
Special events	-	-	-	-	-	6,666	6,666	6,666
Utilities	14,703	3,003	-	17,706	34,239	-	34,239	51,945
Repairs and maintenance	21,268	4,396	-	25,664	52,198	-	52,198	77,862
Advertising	-	-	-	-	-	-	-	-
Foundation and investment expenses	-	-	-	-	6,961	-	6,961	6,961
Management fees	-	-	-	-	-	-	-	-
Interest expense	-	-	-	-	5,954	-	5,954	5,954
Payments in lieu of real estate taxes	-	-	-	-	14,763	-	14,763	14,763
Total Expenses Before Depreciation	426,138	107,048	105,901	639,087	173,993	140,310	314,303	953,390
Depreciation expense	-	327	-	327	107,179	-	107,179	107,506
Total Expenses	$ 426,138	$ 107,375	$ 105,901	$ 639,414	$ 281,172	$ 140,310	$ 421,482	$ 1,060,896

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2018

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
Cash Flows From Operating Activities:				
Cash received from grants and contributions	$ 589,847			$ 589,847
Interest income received	1,515	$ 400		1,915
Other income received	213,356	157,103		370,459
Management fees received from affiliate	24,900		$ (24,900)	-
Cash paid to employees	(379,080)			(379,080)
Cash paid to suppliers	(469,441)	(93,353)		(562,794)
Payments in lieu of tax		(15,328)		(15,328)
Interest paid		(6,452)		(6,452)
Cash paid for management fees to affiliate		(24,900)	24,900	-
Net Cash Provided (Used) by Operating Activities	(18,903)	17,470	-	(1,433)
Cash Flows From Investing Activities:				
Distributions from New Hampshire Charitable Foundation	29,849			29,849
Purchase of investments	(1,496)			(1,496)
Purchases of property and equipment	(63,335)	(39,179)		(102,514)
Net Cash (Used) by Investing Activities	(34,982)	(39,179)	-	(74,161)
Cash Flows From Financing Activities:				
Payments on notes payable		(15,826)		(15,826)
Net Cash (Used) by Financing Activities	-	(15,826)	-	(15,826)
Net increase in cash and cash equivalents	(53,885)	(37,535)	-	(91,420)
Cash and cash equivalents, July 1	162,979	101,353	-	264,332
Cash and cash equivalents, June 30	$ 109,094	$ 63,818	$ -	$ 172,912
Reconciliation of (Decrease) in Net Assets to Net Cash Provided (Used) by Operating Activities:				
(Decease) in net assets	$ (13,699)	$ (35,823)		$ (49,522)
Adjustments to Reconcile (Decrease) in Net Assets to Net Cash Provided (Used) by Operating Activities:				
Depreciation	61,222	48,920		110,142
Change in assets held by New Hampshire Charitable Foundation	(53,999)			(53,999)
Net loss on disposal of assets	313	1,129		1,442
Changes in operating assets and liabilities:				
(Increase) Decrease in accounts receivable	(30,299)	1,815		(28,484)
(Increase) in prepaid expenses	(3,746)	(4,228)		(7,974)
Increase in accounts payable	5,164	6,073		11,237
Increase in accrued expenses	16,141			16,141
Increase in deferred revenue		695		695
(Decrease) in security deposit payable		(1,111)		(1,111)
Net Cash Provided (Used) by Operating Activities	$ (18,903)	$ 17,470	$ -	$ (1,433)
Non-cash Investing and Financing Transactions				
Net increase in value of restricted funds held by NHCF	$ 53,999	$ -	$ -	$ 53,999
Net book value of disposed capital assets	$ 313	$ 1,129	$ -	$ 1,442

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2017

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
Cash Flows From Operating Activities:				
Cash received from grants and contributions	$ 666,171			$ 666,171
Interest income received	1,326			1,326
Other income received	192,173	$ 185,056		377,229
Management fees received from affiliate	21,000		$ (21,000)	-
Cash paid to employees	(448,958)			(448,958)
Cash paid to suppliers	(378,486)	(92,590)		(471,076)
Payments in lieu of tax		(14,763)		(14,763)
Interest paid		(5,954)		(5,954)
Cash paid for management fees to affiliate		(21,000)	21,000	-
Net Cash Provided by Operating Activities	53,226	50,749	-	103,975
Cash Flows From Investing Activities:				
Distributions from New Hampshire Charitable Foundation	30,058			30,058
Purchase of investments	(51,323)			(51,323)
Purchases of property and equipment	(20,349)	(10,080)		(30,429)
Net Cash (Used) by Investing Activities	(41,614)	(10,080)	-	(51,694)
Cash Flows From Financing Activities:				
Payments on notes payable		(15,683)		(15,683)
Net Cash (Used) by Financing Activities	-	(15,683)	-	(15,683)
Net increase in cash and cash equivalents	11,612	24,986	-	36,598
Cash and cash equivalents, July 1	151,367	76,367	-	227,734
Cash and cash equivalents, June 30	$ 162,979	$ 101,353	$ -	$ 264,332
Reconciliation of Increase in Net Assets to Net Cash Provided by Operating Activities:				
Increase in net assets	$ 53,749	$ 10,618	$ -	$ 64,367
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities:				
Depreciation	59,533	47,973		107,506
Change in assets held by New Hampshire Charitable Foundation	(89,099)			(89,099)
(Increase) Decrease in accounts receivable	18,197	(1,815)		16,382
Decrease in prepaid expenses	2,840	5,741		8,581
Decrease (increase) in deposits	250	(7,538)		(7,288)
Increase (decrease) in accounts payable	7,348	(4,989)		2,359
Increase in accrued expenses	2,276			2,276
(Decrease) in deferred revenue	(1,868)			(1,868)
Increase in security deposit payable		759		759
Net Cash Provided by Operating Activities	$ 53,226	$ 50,749	$ -	$ 103,975
Non-cash Investing and Financing Transactions				
Net increase in value of restricted funds held by NHCF	$ 89,099	$ -	$ -	$ 89,099

Gibson Center for Senior Services, Inc.
Board of Directors

Ele	Border
Carolyn	Brown
Barb W.	Campbell
Barbara A.	Campbell
Kelly	Drew
Barbara	Holmes
Marianne	Jackson
Joan	Kenney
Leslie	Leonard
Charles	Macomber
Fay	Reilly
Cathy	Ryan
Jim	Umberger
Ted	Wroblewski

George M. Cleveland

[redacted]

Summary

Over 20 years experience in all phases of radio broadcasting, including sales, management, news and on-air work.

Strong public communication skills as emcee, auctioneer, on-site event announcer and interviewer.

With over 3,000 interviews conducted, most at least 20 minutes in length, a decidedly good listener.

Hands on experience with fundraising: development, capital campaigns, and annual appeals.

Solid experience in writing print and broadcast ads, press releases, brochures, stories and ancillary materials.

Extensive marketing/public relations skills; acted as consultant for numerous non-profits, resort properties, events and theatrical presentations.

Extensive contacts in regional politics, social service agencies, communications and tourism industries.

Full Time Employment Experience

1978-1980: Public Relations Director; Mt. Washington Valley Chamber of Commerce, North Conway, NH.

1980-1985: General Sales Manager; WMWV AM-FM, Conway, NH.

1985-1989: Sales Associate; Pinkham Real Estate, North Conway, NH.

1988-1991: Proprietor; Hammerfall Auctions, Conway, NH.

1992-2000: Program Director & News Hour Host; WMWV/WBNC, Conway, NH.

2000-Present: Executive Director; Gibson Center for Senior Services, North Conway, NH.

Present Responsibilities

Overseeing staff of 15 responsible for day-to-day operations of food & nutrition programs, transportation and social and educational programs serving over 800 participants. Responsible for creating and implementing fundraising programs, grant writing and community relations. Extensive interaction with state and local social service agencies to assure best coordination and use of resources. Works with Administration Director in preparation of annual budget and negotiation of contracts and agreements for services.

Significant Achievements

Extensive fundraising work from Capital Campaign development to local charities and events. A strong believer in an empathetic approach to fundraising.

Member of Capital Campaign Committee for The Barnstormers Theatre's successful one million dollar renovation project.

Helped local and regional non-profits raise over one million dollars in grassroots fundraising

Written numerous articles and press releases for local, national and international publications.

Have won two Golden Mike Awards from NH Association of Broadcasters for Best Public Affairs Program and two Merit Awards for Best Feature Program.

Co-hosted two-hour live national television broadcast on QVC promoting Zeb's General Store and New England products, October 1994. Guest appearance on QVC's Best of New Hampshire broadcast, October 1995. Featured on C-SPAN's "American Presidents" series, August 1999.

Co-producer and performer in "A Visit With President Grover Cleveland", a one -man show presented to schools, tour and civic groups throughout New England.

Member of the Board, The Barnstormers Theatre

Advisor to Mt. Washington Valley Arts Jubilee
Advisor to Mt. Washington Valley Habitat For Humanity
Moderator, Town of Tamworth, NH, 1978-2001 (end of current term)
##########################

KENNETH KASLOW



Administration Director: **Gibson Center for Senior Services, Inc.** N.Conway, NH 5/97-present
Non-profit providing congregate and home delivered meals, transportation and educational programs to elderly and disabled.

- Hire, evaluate and supervise department heads.
- Responsible for payroll, taxes, benefits, workers comp and personnel files.
- Account Receivable, Payable, general ledger, banking, cash control, and financial statements.
- Budget development and management
- Maintain compliance with and statistical tracking of federal and state contracts.
- On site coordinator of computer hardware and software troubleshooting and training.
- Responsible for daily operation of all programs, communications systems, buildings and grounds, and tenant issues.

Accountant/Financial Manager: **Attitash Mountain Service Co.** N. Conway, NH 2/96-5/97
Property maintenance, time-share, hotel, restaurant/bar, real estate and public storage company.

- Supervise Accounts payable, Receivable and Payroll.
- Prepare departmental (14) and consolidated financial statements.
- Work with managers to prepare and maintain budgets.
- Balance and maintain all general ledger accounts.
- Act as financial consultant for managers.
- Design and implement cost saving and streamlining procedures.
- Monitor and manage cash flow.
- Perform employee performance reviews

Controller: **Christmas Farm Inn, Inc.** Jackson NH 6/85-2/96
35-room inn, 3 bars, 75-seat banquet facility, two 65-seat restaurants and a convenience store.

- Multi-division/department general ledger and financial statements.
- Budgeting, cash flow, sales and occupancy analysis.
- Providing financial information, analysis and support to managers.
- Night audit and analysis of general expense accounts.
- Accounts receivable and payable, payroll and fringe benefit administration.
- Purchase and supervise operation of all office equipment.
- Purchase and administer all business insurance policies.

Front Desk: **Christmas Farm Inn, Inc.** Jackson NH 10/84- 5/85

Assistant Manager: **Salem Inn** Salem NH 5/80 - 9/84
Supervised daily operation of independent commercial full service 120-room hotel.

- Hiring, scheduling and supervision of employees.
- Reducing food and beverage costs.
- Food, beverage and supply purchasing.
- Assisted with accounts payable, payroll, and banquet sales.
- Daily sales reports and bank deposits.

Computer Experience: RDP, MAS 90, Excel, Lotus 123, Word, Access, Data Ease, Publisher, One Write Plus, QuickBooks.
Numerous Sharp, Sweda and NCR mechanical and computerized register systems. Basic experience as a network administrator.

Education: BS Hotel/Restaurant Management from New Hampshire College, 1980.

Professional: Notary Public - My commission expires September 3, 2013.
Sampling Agent/Representative-Transient non-community NH water system 12/91-2/96.

J.Abigail Fletcher
[redacted]

Organized, Motivated, Interpersonal, Computer literate

Education

Fryeburg Academy	Diploma 1992
University of Florida	1997, CDM, CFPP
Training	Serv Safe Certified
	Point Click Care Software for Healthcare

July 1997-Present Fryeburg health Care Center, Certified Dietary Manager

My position is to assist the Dietitian in the planning, organizing , developing and directing the overall operation of the Dietary Department in accordance with current federal, state and local standards, guidelines and regulations governing our facility. It is my responsibility to assure that quality nutritional are provided on a daily basis and that the department is maintained in a clean, safe and sanitary manner. This includes assisting in developing and maintaining written dietary policies and procedures as well as performing administrative duties such as completing necessary forms, reports and evaluations. I assist in developing, implementing and maintaining ongoing quality assurance programs for the Dietary Department and review and oversee development of plans to correct any dietary deficiencies. My job includes ensuring that charted notes are informative and descriptive of the service provided as well as overseeing the patients response. The review of the dietary requirement of each resident admitted to the facility requires assisting the attending physician in planning new resident's required diet plan. I review therapeutic and regular diet plans to assure that they are in compliance with the physician's orders and regulations. Additionally, I assist in writing comprehensive dietary plans of care for each resident that identifies individual problems, needs and goals to be accomplished, as well as the reviewing and revising the care plans, MDS and assessments as necessary.

My job includes the supervision of 13-15 employees and the recruitment, interviewing and selection of dietary personnel. Included is the scheduling of department work hours, counsel and discipline of dietary personnel as well as the termination of employment. This encompasses departmental performance evaluations and assistance in developing, implementing and maintaining an orientation for new employees regarding policies and procedures. It is my responsibility to assist in the preparation and planning for Dietary Department's budget for food, equipment, supplies and labor. I also purchase food service supplies and equipment as well as monitoring adequate inventory management controls, budget and cost control.

In addition to the Dietary Department management, I serve on and have had leadership positions on Safety, Infection Control, Policy Advisory, Pharmaceutical, Budget, and cost control panels as requested or required by the Administrator.

Personal References:

Stephanie Homon 207-653-3988
Randy Guida 603-662-6702
Erlon Jones 207-256-4541

Richard B. Spencer, C.W.C.



EDUCATION:

Johnson and Wales University, Culinary Arts Division
Graduated 1982 with Associate of Science in Culinary Arts
Magna cum Laude

Syracuse University
Graduated 1978 with Bachelor of Science in Biology

The Blake Schools
Graduated 1973 with High School Diploma

DISTINCTIONS:

- Certified by the American Culinary Federation as a working chef (CWC)
- Member of Silver Key Honor Society, Johnson and Wales University
- Certified in Sanitation by American Hotel and Motel Ass. (AHMA)
- Certified in Supervision with distinction by the AHMA
- Member of the American Culinary Federation, NH Chapter
- Member of the Association of Food Journalists
- Voted 1990 NH ACF Chef of the Year
- Served as Vice-President, President and Chairman of the Board of ACF NH Chapter from 1987-1991
- Taste of NH Chairman 1993

WORK HISTORY:

10/95 - Present

The Gibson Center, North Conway, NH
Director of Foodservice. Responsible for purchasing and preparing hot meals for congregate dining and home delivered meals. Supervisory role as well as menu and recipe development.

4/90 - 6/98

Taste of the Mountains Cooking School, Glen, NH
Owner, Director and Chef-instructor of nationally recognized cooking school for amateur and professional cooks and bakers.

4/91 - 10/95

The Darby Field Inn, Conway, NH
Chef de Cuisine of a country inn specializing in light gourmet cuisine.

9/83 - 2/92

The Bernerhof Inn, Glen, NH
Chef de Cuisine from 9/83 - 5/88 and Exec. Chef and General Manager from 5/88 - 2/92. Country Inn specializing in Swiss/Continental cuisine.

5/83 - 9/83	Le Bistrot at Chez Alain, North Conway, NH Chef de Cuisine of restaurant specializing in authentic Southwestern France cooking.
RELATED WORK:	- Writer of "Food for Thought", a weekly food column for The Mountain Ear newspaper 1993 - present. - Writer and commentator of "Gourmet Corner", a weekly radio commentary of food lore, logic and history on WMWV FM, North Conway. 1984 - 1992. - Writer of "Gourmet Corner", a weekly column in The Mountain Ear newspaper 1984 - 1992.
VOLUNTEER WORK:	- Teacher/coordinator of Junior ACF Chapter in Mt. Washington Valley - Food Chairman of Memorial Hospital Open Golf Tournament dinner for 200 persons since 1989. - Executive chef of Indian and Pilgrim Buffet for the MWV Arts Ass. 1989 and 1990. - Chef for Project Graduation for Kennet High School, June 1990. Contributing Chef 1991-1993. - Food Chairman and Exec. Chef of Arts Jubilee Kick-off dinner for 350 persons at the Eagle Mtn. House, Jackson, NH, June 1986. - Teaching chef for The Chef and the Child program of the ACF teaching 3rd and 4th graders basic nutritional cooking at Bartlett Elementary School. - Numerous other contributions to organizations such as AARP, Habitat for Humanity, Center of Hope and other charitable organizations.
PERSONAL:	- Born June 20, 1954 - Married in 1991 to Gena Schnelle Spencer - Two children, Laura Crawford (b. 1995) and Lucas Michael (b. 1997)

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
George Cleveland	Executive Director	67182	15	10077
Kenneth Kaslow	Administration Director	65630	30	19689
J. Abigail Fletcher	Nutrition Director	35000	100	35000
Richard Spencer	Food Service Director	43728	100	43728

23 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301-3587
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 2, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $8,597,592 from $17,667,902 to an amount not to exceed $26,265,494 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, **retroactive** to July 1, 2017 effective upon Governor and Executive Council. The original agreements were approved by Governor and Executive Council on December 21, 2016 (Item # 15) and the contract with Rockingham Nutrition Meals on Wheels was amended on June 7, 2017 (Item #13). 43% General Funds/ 57% Federal Funds.

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757	$1,491,912	$4,557,669
Community Action Partnership of Strafford County	177200	Dover	$69,513	$33,780	$103,293
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629	$91,665	$280,294
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814	$1,151,539	$3,518,353
Greater Wakefield Resource Center	158408	Union	$30,800	$14,992	$45,792
Lamprey Health Care	177677	Newmarket	$118,560	$57,579	$176,139
Newport Senior Center	177250	Newport	$1,272,754	$619,398	$1,892,152
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279	$363,251	$1,109,530

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064	$1,396,238	$4,265,302
Southwestern Community Services	177511	Keene	$117,031	$56,890	$173,921
St Joseph Community Services	155093	Merrimack	$2,999,190	$1,459,761	$4,458,951
Strafford Nutrition MOW	260818	Somersworth	$774,098	$376,787	$1,150,885
The Gibson Center for Senior Services	155344	North Conway	$506,402	$246,440	$752,842
Tri-County Community Action Program	177195	Berlin	$1,403,957	$683,006	$2,086,963
VNA at HCS	177274	Keene, NH	$1,139,054	$554,354	$1,693,408
		Total:	**$17,667,902**	**$8,597,592**	**$26,265,494**

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated in each year of the biennium (State Fiscal Years 2018 and 2019) a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services in HB144. The Department is amending the contracts to increase the per meal and per client per date transportation rates. The purpose of this request is to increase the price limitation and extend the completion date in order for the vendors to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will

prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services.

These contracts were selected through a competitive bid process. Sixteen (16) agreements were originally approved by the Governor and Executive Council, one (1) of which (City of Nashua) will be put before the Governor and Executive Council at a later date.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement includes the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for nine (9) months, leaving an additional one (1) year and three (3) months of renewal.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates paid for Nutrition and Transportation Services, and its inclusion of funding in the current biennium to support these increases will be unfulfilled.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,

Christine L. Santaniello
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,614.60		$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50		$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50		$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20	$12,514.04	$261,743.24
541-500383	Meals - Congregate	2018	$327,189.50	$16,656.92	$343,846.42
544-500386	Meals - Home Delivered	2018	$669,515.00	$34,084.40	$703,599.40
512-500352	Transportation of Clients	2019	$62,307.30	$199,435.94	$261,743.24
541-500383	Meals - Congregate	2019	$81,796.00	$262,050.42	$343,846.42
544-500386	Meals - Home Delivered	2019	$167,381.50	$536,217.90	$703,599.40
		Subtotal	***$2,180,388.10***	***$1,060,959.62***	***$3,241,347.72***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,893.80		$53,893.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$107,787.60	$5,412.12	$113,199.72
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$26,946.90	$86,252.82	$113,199.72
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,845.40		$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00		$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50		$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10	$1,288.77	$26,955.87
541-500383	Meals - Congregate	2018	$93,500.00	$4,760.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$130,795.50	$6,658.68	$137,454.18
512-500352	Transportation of Clients	2019	$6,422.70	$20,533.17	$26,955.87
541-500383	Meals - Congregate	2019	$23,375.00	$74,885.00	$98,260.00
544-500386	Meals - Home Delivered	2019	$32,697.50	$104,756.68	$137,454.18
		Subtotal	***$437,453.70***	***$212,882.30***	***$650,336.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,129.90		$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50		$187,621.50
544-500386	Meals - Home Delivered	2017	$161,073.00		$161,073.00
512-500352	Transportation of Clients	2018	$366,236.10	$18,389.07	$384,625.17
541-500383	Meals - Congregate	2018	$375,243.00	$19,103.28	$394,346.28
544-500386	Meals - Home Delivered	2018	$322,146.00	$16,400.16	$338,546.16
512-500352	Transportation of Clients	2019	$91,553.10	$293,072.07	$384,625.17
541-500383	Meals - Congregate	2019	$93,813.50	$300,532.78	$394,346.28
544-500386	Meals - Home Delivered	2019	$80,536.50	$258,009.66	$338,546.16
		Subtotal	***$1,861,352.60***	***$905,507.02***	***$2,766,859.62***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			
541-500383	Meals - Congregate	2017	$8,800.00		$8,800.00
544-500386	Meals - Home Delivered	2017			
512-500352	Transportation of Clients	2018			
541-500383	Meals - Congregate	2018	$17,600.00	$896.00	$18,496.00
544-500386	Meals - Home Delivered	2018			
512-500352	Transportation of Clients	2019			
541-500383	Meals - Congregate	2019	$4,400.00	$14,096.00	$18,496.00
544-500386	Meals - Home Delivered	2019			
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,872.80		$33,872.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$67,745.60	$3,387.28	$71,132.88
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,941.60	$54,191.28	$71,132.88
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.80		$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00		$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50		$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60	$3,888.92	$81,340.52
541-500383	Meals - Congregate	2018	$160,726.50	$8,182.44	$168,908.94
544-500386	Meals - Home Delivered	2018	$249,909.00	$12,722.64	$262,631.64
512-500352	Transportation of Clients	2019	$19,362.90	$61,977.62	$81,340.52
541-500383	Meals - Congregate	2019	$40,183.00	$128,725.94	$168,908.94
544-500386	Meals - Home Delivered	2019	$62,480.00	$200,151.64	$262,631.64
		Subtotal	***$854,159.30***	***$415,649.20***	***$1,269,808.50***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$62,777.00		$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50		$71,857.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$125,554.00	$6,391.84	$131,945.84
544-500386	Meals - Home Delivered	2018	$143,715.00	$7,316.40	$151,031.40
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$31,388.50	$100,557.34	$131,945.84
544-500386	Meals - Home Delivered	2019	$35,931.50	$115,099.90	$151,031.40
		Subtotal	***$471,223.50***	***$229,365.48***	***$700,588.98***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,844.00		$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00		$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00		$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60	$9,104.25	$190,781.85
541-500383	Meals - Congregate	2018	$247,500.00	$12,600.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$663,674.00	$33,787.04	$697,461.04
512-500352	Transportation of Clients	2019	$45,416.80	$145,365.05	$190,781.85
541-500383	Meals - Congregate	2019	$61,875.00	$198,225.00	$260,100.00
544-500386	Meals - Home Delivered	2019	$165,918.50	$531,542.54	$697,461.04
		Subtotal	***$1,912,492.90***	***$930,623.88***	***$2,843,116.78***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,001.60		$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50		$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00		$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80	$2,499.64	$52,492.44
541-500383	Meals - Congregate	2018	$317,075.00	($116,798.00)	$200,277.00
544-500386	Meals - Home Delivered	2018	$981,794.00	$182,922.24	$1,164,716.24
512-500352	Transportation of Clients	2019	$12,500.80	$39,991.64	$52,492.44
541-500383	Meals - Congregate	2019	$79,271.50	$121,005.50	$200,277.00
544-500386	Meals - Home Delivered	2019	$245,448.50	$919,267.74	$1,164,716.24
		Subtotal	***$2,360,518.70***	***$1,148,888.76***	***$3,509,407.46***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,440.70		$33,440.70
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$66,881.40	$3,358.18	$70,239.58
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,708.50	$53,531.08	$70,239.58
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,860.60		$19,860.60
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$39,721.20	$1,994.44	$41,715.64
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$9,930.30	$31,785.34	$41,715.64
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$27,973.00		$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50		$129,233.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$55,940.50	$2,847.88	$58,788.38
544-500386	Meals - Home Delivered	2018	$258,467.00	$13,158.32	$271,625.32
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$13,986.50	$44,801.88	$58,788.38
544-500386	Meals - Home Delivered	2019	$64,619.50	$207,005.82	$271,625.32
		Subtotal	***$550,220.00***	***$267,813.90***	***$818,033.90***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00		$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00		$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00		$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00	$10,249.00	$215,229.00
541-500383	Meals - Congregate	2018	$155,732.50	$7,928.20	$163,660.70
544-500386	Meals - Home Delivered	2018	$305,140.00	$15,534.40	$320,674.40
512-500352	Transportation of Clients	2019	$51,245.00	$163,984.00	$215,229.00
541-500383	Meals - Congregate	2019	$38,934.50	$124,726.20	$163,660.70
544-500386	Meals - Home Delivered	2019	$76,285.00	$244,389.40	$320,674.40
		Subtotal	***$1,165,246.00***	***$566,811.20***	***$1,732,057.20***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.10		$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50		$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00		$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50	$2,909.55	$60,856.05
541-500383	Meals - Congregate	2018	$146,547.50	$7,460.60	$154,008.10
544-500386	Meals - Home Delivered	2018	$237,484.50	$12,090.12	$249,574.62
512-500352	Transportation of Clients	2019	$14,480.70	$46,375.35	$60,856.05
541-500383	Meals - Congregate	2019	$36,635.50	$117,372.60	$154,008.10
544-500386	Meals - Home Delivered	2019	$59,372.50	$190,202.12	$249,574.62
		Subtotal	***$773,473.80***	***$376,410.34***	***$1,149,884.14***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
		Subtotal	***$13,091,059.60***	***$6,369,816.24***	***$19,460,875.84***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50		$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00	$25,756.08	$531,679.08
544-500386	Meals Home Delivered	2019	$126,483.50	$405,195.58	$531,679.08
		Subtotal	***$885,368.00***	***$430,951.66***	***$1,316,319.66***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00		$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50	$2,005.64	$41,402.14
544-500386	Meals Home Delivered	2019	$9,850.50	$31,551.64	$41,402.14
		Subtotal	***$68,948.00***	***$33,557.28***	***$102,505.28***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00		$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50	$14,704.20	$303,536.70
544-500386	Meals Home Delivered	2019	$72,209.50	$231,327.20	$303,536.70
		Subtotal	***$505,461.00***	***$246,031.40***	***$751,492.40***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50		$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00	$12,177.20	$251,372.20
544-500386	Meals Home Delivered	2019	$59,801.50	$191,570.70	$251,372.20
		Subtotal	***$418,594.00***	***$203,747.90***	***$622,341.90***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50		$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50	$8,001.56	$165,175.06
544-500386	Meals Home Delivered	2019	$39,292.00	$125,883.06	$165,175.06
		Subtotal	***$275,055.00***	***$133,884.62***	***$408,939.62***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00		$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00	$27,827.52	$574,439.52
544-500386	Meals Home Delivered	2019	$136,653.00	$437,786.52	$574,439.52
		Subtotal	***$956,571.00***	***$465,614.04***	***$1,422,185.04***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00		$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50	$18,579.40	$383,531.90
544-500386	Meals Home Delivered	2019	$91,239.50	$292,292.40	$383,531.90
		Subtotal	***$638,671.00***	***$310,871.80***	***$949,542.80***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00		$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00	$6,512.80	$134,442.80
544-500386	Meals Home Delivered	2019	$31,982.50	$102,460.30	$134,442.80
		Subtotal	***$223,877.50***	***$108,973.10***	***$332,850.60***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50		$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50	$6,944.28	$143,349.78
544-500386	Meals Home Delivered	2019	$34,100.00	$109,249.78	$143,349.78
		Subtotal	***$238,711.00***	***$116,194.06***	***$354,905.06***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50		$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00	$10,634.96	$219,535.96
544-500386	Meals Home Delivered	2019	$52,228.00	$167,307.96	$219,535.96
		Subtotal	***$365,579.50***	***$177,942.92***	***$543,522.42***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Subtotal	***$4,576,836.00***	***$2,227,768.78***	***$6,804,604.78***

Summary by Vendor by Year

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,931.10	$0.00	$875,931.10
		2018	$1,751,856.70	$89,011.44	$1,840,868.14
		2019	$437,968.30	$1,402,899.84	$1,840,868.14
		Subtotal	***$3,065,756.10***	***$1,491,911.28***	***$4,557,667.38***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,893.80	$0.00	$53,893.80
		2018	$107,787.60	$5,412.12	$113,199.72
		2019	$26,946.90	$86,252.82	$113,199.72
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,696.90	$0.00	$144,696.90
		2018	$289,359.10	$14,713.09	$304,072.19
		2019	$72,345.70	$231,726.49	$304,072.19
		Subtotal	***$506,401.70***	***$246,439.58***	***$752,841.28***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,243.40	$0.00	$676,243.40
		2018	$1,352,457.60	$68,596.71	$1,421,054.31
		2019	$338,112.60	$1,082,941.71	$1,421,054.31
		Subtotal	***$2,366,813.60***	***$1,151,538.42***	***$3,518,352.02***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$17,600.00	$896.00	$18,496.00
		2019	$4,400.00	$14,096.00	$18,496.00
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,872.80	$0.00	$33,872.80
		2018	$67,745.60	$3,387.28	$71,132.88
		2019	$16,941.60	$54,191.28	$71,132.88
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,643.80		$363,643.80
		2018	$727,282.10	$36,971.20	$764,253.30
		2019	$181,827.40	$582,425.90	$764,253.30
		Subtotal	***$1,272,753.30***	***$619,397.10***	***$1,892,150.40***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,224.00	$0.00	$213,224.00
		2018	$426,442.50	$21,709.80	$448,152.30
		2019	$106,612.00	$341,540.30	$448,152.30
		Subtotal	***$746,278.50***	***$363,250.10***	***$1,109,528.60***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,737.00	$0.00	$819,737.00
		2018	$1,639,463.60	$83,318.81	$1,722,782.41
		2019	$409,863.30	$1,312,919.11	$1,722,782.41
		Subtotal	***$2,869,063.90***	***$1,396,237.92***	***$4,265,301.82***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$856,915.10	$0.00	$856,915.10
		2018	$1,713,814.30	$87,203.28	$1,801,017.58
		2019	$428,460.30	$1,372,557.28	$1,801,017.58
		Subtotal	***$2,999,189.70***	***$1,459,760.56***	***$4,458,950.26***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,440.70	$0.00	$33,440.70
		2018	$66,881.40	$3,358.18	$70,239.58
		2019	$16,708.50	$53,531.08	$70,239.58
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,860.60	$0.00	$19,860.60
		2018	$39,721.20	$1,994.44	$41,715.64
		2019	$9,930.30	$31,785.34	$41,715.64
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,171.50	$0.00	$221,171.50
		2018	$442,337.50	$22,519.00	$464,856.50
		2019	$110,588.50	$354,268.00	$464,856.50
		Subtotal	***$774,097.50***	***$376,787.00***	***$1,150,884.50***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,134.50	$0.00	$401,134.50
		2018	$802,258.00	$40,655.88	$842,913.88
		2019	$200,564.50	$642,349.38	$842,913.88
		Subtotal	***$1,403,957.00***	***$683,005.26***	***$2,086,962.26***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,457.10	$0.00	$325,457.10
		2018	$650,879.50	$33,095.23	$683,974.73
		2019	$162,716.70	$521,258.03	$683,974.73
		Subtotal	***$1,139,053.30***	***$554,353.26***	***$1,693,406.56***

Summary for All Vendors by Year

		SFY	Current Budget	(Decrease)	Modified Budget
		2017	$5,048,022.30	$0.00	$5,048,022.30
		2018	$10,095,886.70	$512,842.46	$10,608,729.16
		2019	$2,523,986.60	$8,084,742.56	$10,608,729.16
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
7872-541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
7872-512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
7872-541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
7872-512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
7872-541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
9255-544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
9255-544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
9255-544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

7872-512-500352	Transportation of Clients	all	$2,616,837.60	$1,271,490.62	$3,888,328.22
7872-541-500383	Meals - Congregate	all	$3,539,585.50	$1,457,007.82	$4,996,593.32
7872-544-500386	Meals - Home Delivered	all	$6,934,636.50	$3,641,317.80	$10,575,954.30
9255-544-500386	Meals Home Delivered	all	$4,576,836.00	$2,227,768.78	$6,804,604.78
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Grand Total SFY17	2017	**$5,048,022.30**	**$0.00**	**$5,048,022.30**
Grand Total SFY18	2018	**$10,095,886.70**	**$512,842.46**	**$10,608,729.16**
Grand Total SFY19	2019	**$2,523,986.60**	**$8,084,742.56**	**$10,608,729.16**
Total Contract		**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated this 2nd day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Gibson Center for Senior Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 14 Grove Street, North Conway, NH 03860-0655.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service rates, extend the completion date, and increase the price limitation;

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

1. Amend General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. Amend General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $246,440 from $506,402 to read $752,842.
3. Amend General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Delete Exhibit B-1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #1, Rate Sheet.
6. Add Attachment A – Amendment #1, Attestation.

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

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

State of New Hampshire
Department of Health and Human Services

11/14/17
Date

Christine L. Santaniello
Director

The Gibson Center for Senior Services, Inc.

10/31/17
Date

Name: Charles Macomber
Title: Treasurer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Carroll on Oct. 31 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public ~~or Justice of the Peace~~

KENNETH S. KASLOW, Notary Public
My Commission Expires August 14, 2018
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8/14/18

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

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date

Name: Megan A. Lynch
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Exhibit B-1 Rate Sheet - Amendment #1

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	3,582	$5.50	$ 19,701.00
Title IIIC HD Meals	Per Meal	11,891	$5.50	$ 65,400.50
Title IIIC Cong Meals	Per Meal	8,500	$5.50	$ 46,750.00
Title IIIB Transportation	PerClient/PerDay	542	$23.70	$ 12,845.40
			Subtotal	*$ 144,696.90*

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	7,163	$5.78	$ 41,402.14
Title IIIC HD Meals	Per Meal	23,781	$5.78	$ 137,454.18
Title IIIC Cong Meals	Per Meal	17,000	$5.78	$ 98,260.00
Title IIIB Transportation	PerClient/PerDay	1,083	$24.89	$ 26,955.87
			Subtotal	*$ 304,072.19*

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	7,163	$5.78	$ 41,402.14
Title IIIC HD Meals	Per Meal	23,781	$5.78	$ 137,454.18
Title IIIC Cong Meals	Per Meal	17,000	$5.78	$ 98,260.00
Title IIIB Transportation	PerClient/PerDay	1,083	$24.89	$ 26,955.87
			Subtotal	*$ 304,072.19*

Total	$ 752,841.28

Contractor Initials: _____

Date: 6/3/17

Attachment A – Amendment #1

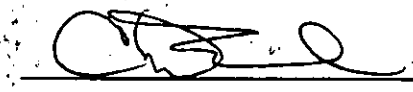
ATTESTATION

For Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit (per diem or per meal) rates or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the agency named below, I certify that the agency named below will use the increase in funding exclusively to increase service unit rates for the administration of the services listed on Exhibit B-1 - Amendment #1, Rate Sheet and that the state may request an audit of our records to confirm the same.

Charles Macomber, Treasurer, Gibson Center for Senior Services, Inc.

Name, Title, and Agency Name



Signature

10/31/17

Date

15 mac

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

November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed $17,667,902 effective January 1, 2017, or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814
Greater Wakefield Resource Center	TBD	Union	$30,800
Lamprey Health Care	177677	Newmarket	$118,560
Newport Senior Center	177250	Newport	$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064
St Joseph Community Services	155093	Merrimack	$2,999,190
Strafford Nutrition MOW	260818	Somersworth	$774,098
Southwestern Community Services	TBD	Keene	$117,031
The Gibson Center for Senior Services	155344	North Conway	$506,402
Tri-County Community Action Program	TBD	Berlin	$1,403,957
VNA at HCS	177274	Keene, NH	$1,139,054
		Total:	**$17,667,902**

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals; or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

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

Nutrition and Transportation Services
RFA Name

RFA-2017-BEAS-06-NUTRI
RFA Number

Reviewer Names

1. Tracey Tarr, Administrator II, Elderly & Adult Srvcs, DHHS
2. Jean Crouch, Supervisor VII, DEAS
3. Wendy Aultman, Administrator I DEAS
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. CAP Belknap-Merrimack Counties, Inc.		150	150
2. CAP Strafford County		150	105
3. Easter Seals NH		150	142
4. Grafton County Senior Citizens Council, Inc.		150	150
5. Greater Wakefield Resource Center		150	105
6. Lamprey Health Care		150	150
7. Nashua Transit System		150	135
8. Newport Senior Center, Inc.		150	130
9. Ossipee Concerned Citizens, Inc.		150	125
10. Rockingham Nutrition Meals on Wheels		150	150
11. St. Joseph Community Services, Inc.		150	145

12. Strafford Nutrition Meals on Wheels		150	135
13. The Gibson Center for Senior Services, Inc		150	150
14. Tri County CAP, Inc.		150	150
15. VNA at HCS		150	130
16. Southwestern Community Services		150	120
17. 0		150	0
18. 0		150	0
19. 0		150	0
20. 0		150	0

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20
541-500383	Meals - Congregate	2018	$327,189.50
544-500386	Meals - Home Delivered	2018	$669,515.00
512-500352	Transportation of Clients	2019	$82,307.30
541-500383	Meals - Congregate	2019	$81,796.00
544-500386	Meals - Home Delivered	2019	$167,381.60
		Subtotal	$2,180,388.10

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$53,893.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$107,787.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$12,845.40
541-500383	Meals - Congregate	2017	$48,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10
541-500383	Meals - Congregate	2018	$93,600.00
544-500386	Meals - Home Delivered	2018	$130,796.50
512-500352	Transportation of Clients	2019	$6,422.70
541-500383	Meals - Congregate	2019	$23,375.00
544-500386	Meals - Home Delivered	2019	$32,697.50
		Subtotal	$437,453.70

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	[illegible]
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	[illegible]
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$1,861,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$0.00
541-500383	Meals - Congregate	2017	$8,800.00
544-500386	Meals - Home Delivered	2017	$0.00
512-500352	Transportation of Clients	2018	$0.00
541-500383	Meals - Congregate	2018	$17,600.00
544-500386	Meals - Home Delivered	2018	$0.00
512-500352	Transportation of Clients	2019	$0.00
541-500383	Meals - Congregate	2019	$4,400.00
544-500386	Meals - Home Delivered	2019	$0.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$33,872.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$67,745.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,941.60
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60
541-500383	Meals - Congregate	2018	$160,726.50
544-500386	Meals - Home Delivered	2018	$249,909.00
512-500352	Transportation of Clients	2019	$19,362.90
541-500383	Meals - Congregate	2019	$40,183.00
544-500386	Meals - Home Delivered	2019	$62,480.00
		Subtotal	$854,159.30

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$125,554.00
544-500386	Meals - Home Delivered	2018	$143,715.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$31,388.50
544-500386	Meals - Home Delivered	2019	$35,931.50
		Subtotal	$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60
541-500383	Meals - Congregate	2018	$247,500.00
544-500386	Meals - Home Delivered	2018	$663,674.00
512-500352	Transportation of Clients	2019	$45,416.80
541-500383	Meals - Congregate	2019	$61,875.00
544-500386	Meals - Home Delivered	2019	$165,918.50
		Subtotal	$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80
541-500383	Meals - Congregate	2018	$317,075.00
544-500386	Meals - Home Delivered	2018	$981,794.00
512-500352	Transportation of Clients	2019	$12,500.80
541-500383	Meals - Congregate	2019	$79,268.50
544-500386	Meals - Home Delivered	2019	$245,446.50
		Subtotal	$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$33,440.70
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$66,881.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,708.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$19,860.60
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$55,940.50
544-500386	Meals - Home Delivered	2018	$258,467.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$13,986.50
544-500386	Meals - Home Delivered	2019	$64,619.50
		Subtotal	$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$102,490.00
541-500383	Meals - Congregate	2017	$77,669.00
544-500386	Meals - Home Delivered	2017	$182,570.00
512-500352	Transportation of Clients	2018	$204,980.00
541-500383	Meals - Congregate	2018	$155,732.50
544-500386	Meals - Home Delivered	2018	$305,140.00
512-500352	Transportation of Clients	2019	$37,245.00
541-500383	Meals - Congregate	2019	$38,934.50
544-500386	Meals - Home Delivered	2019	$76,285.00
		Subtotal	$1,165,246.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$28,985.10
541-500383	Meals - Congregate	2017	$73,276.80
544-500386	Meals - Home Delivered	2017	$116,745.00
512-500352	Transportation of Clients	2018	$57,946.50
541-500383	Meals - Congregate	2018	$146,447.50
544-500386	Meals - Home Delivered	2018	$237,484.50
512-500352	Transportation of Clients	2019	$14,480.70
541-500383	Meals - Congregate	2019	$36,635.50
544-500386	Meals - Home Delivered	2019	$59,372.50
		Subtotal	$773,473.80

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70
541-500383	Meals - Congregate	2018	$2,022,608.50
544-500386	Meals - Home Delivered	2018	$3,962,840.00
512-500352	Transportation of Clients	2019	$373,816.60

541-500383	Meals - Congregate	2019	$505,659.00
544-500386	Meals - Home Delivered	2019	$990,671.00
		Subtotal	$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00
544-500386	Meals Home Delivered	2019	$126,483.50
		Subtotal	$885,368.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Gibson Center for Senior Services (Vendor #165344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50
544-500386	Meals Home Delivered	2019	$9,850.50
		Subtotal	$68,948.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50
544-500386	Meals Home Delivered	2019	$72,209.50
		Subtotal	$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00
544-500386	Meals Home Delivered	2019	$59,801.50
		Subtotal	$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50
544-500386	Meals Home Delivered	2019	$39,292.00
		Subtotal	$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00
544-500386	Meals Home Delivered	2019	$136,653.00
		Subtotal	$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.00
544-500386	Meals Home Delivered	2019	$91,239.50
		Subtotal	$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00
544-500386	Meals Home Delivered	2019	$31,982.50
		Subtotal	$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50
544-500386	Meals Home Delivered	2019	$34,100.00
		Subtotal	$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00
544-500386	Meals Home Delivered	2019	$52,228.00
		Subtotal	$365,579.50

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50
544-500386	Meals Home Delivered	2019	$653,840.00
		Subtotal	$4,576,836.00

Summary by Vendor by Year

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

		State Fiscal Year	Current Modified Budget
		2017	$875,931.10
		2018	$1,751,856.70
		2019	$437,968.30
		Subtotal	$3,065,756.10

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

		State Fiscal Year	Current Modified Budget
		2017	$53,893.80
		2018	$107,787.60
		2019	$26,946.90
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget
		2017	$144,696.90
		2018	$289,359.10
		2019	$72,345.70
		Subtotal	$506,401.70

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

		State Fiscal Year	Current Modified Budget
		2017	$676,243.40
		2018	$1,352,457.60
		2019	$338,112.60
		Subtotal	$2,366,813.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		State Fiscal Year	Current Modified Budget
		2017	$8,800.00
		2018	$17,600.00
		2019	$4,400.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget
		2017	$33,872.80
		2018	$67,745.60
		2019	$16,941.60
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget
		2017	$363,643.80
		2018	$727,282.10
		2019	$181,827.40
		Subtotal	$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget
		2018	$213,224.00
		2018	$426,442.50
		2019	$106,612.00
		Subtotal	$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget
		2017	$819,737.00
		2018	$1,639,463.60
		2019	$409,863.30
		Subtotal	$2,869,063.90

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget
		2017	$856,915.10
		2018	$1,713,814.30
		2019	$428,460.30
		Subtotal	$2,999,189.70

Southwestern Community Services (Vendor #177511)

		State Fiscal Year	Current Modified Budget
		2017	$33,440.70
		2018	$66,881.40
		2019	$16,708.50
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget
		2017	$19,860.60
		2018	$39,721.20
		2019	$9,930.30
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget

		2017	$221,171.50
		2018	$442,337.50
		2019	$110,588.50
		Subtotal	$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	$401,134.50
		2018	$802,258.00
		2019	$200,564.50
		Subtotal	$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	$325,457.10
		2018	$650,879.50
		2019	$162,716.70
		Subtotal	$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	$5,048,022.30
		2018	$10,095,886.70
		2019	$2,523,986.60
		Subtotal	$17,667,895.60

FORM NUMBER P-37 (version 5/8/15)

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-14)

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Gibson Center for Senior Services, Inc.		1.4 Contractor Address PO Box 655 14 Grove Street North Conway, NH 03860-0655	
1.5 Contractor Phone Number 603-356-5439	1.6 Account Number 05-095-48-481010-92550000 05-095-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $506,402
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature Deborah A. Fauver		1.12 Name and Title of Contractor Signatory Deborah Fauver, President	

1.13 Acknowledgement: State of NH, County of Carroll

On Nov. 28, 2016, 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]

1.13.2 Name and [redacted], Notary Public
My Commission Expires August 14, 2018

1.14 State Agency Signature Date: 11/30/16	1.15 Name and Title of State Agency Signatory Maureen Ryan, Director

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: 12/1/16

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

Contractor Initials DLF
Date 11/29/16

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 $1,000,000per 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.

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Date 11/2-2/16

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.

Contractor Initials DF

Date 11/22/16

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. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the services areas listed in Exhibit A-1.

1.4. The Contractor agrees that services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).

1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.



2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.

2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:

2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.

2.1.3.2. Provide transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).

2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order

2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:

2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.

2.1.4.2. Provide transportation services based on a fixed route schedule defined by the Contractor.

2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.

2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3. Administration of Services

3.1. Access to Services

3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.

3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:

3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.

3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.

3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during

the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.

3.3.4. The Contractor shall re-determine client eligibility, for services in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.

3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

3.4. Client Assessments and Service Plans

3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health, or developmental issues or criminal histories.

3.5. Person Centered Provision of Services

3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:

3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.

3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.

3.5.1.4. Individuals receive the information he/she needs to make informed decisions.

3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.

3.5.1.7. Individuals' rights are affirmed and protected.

3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.

3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

3.6.1.4. Agrees not to bill or invoice clients and/or their families.

3.6.1.5. Agrees that all donations support the program for which donations were given.

3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.

3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.

3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

3.6.2.4. Agrees that all fees support the program for which donations were given.

3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.

3.7. Adult Protection Services

3.7.1. The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.

3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

3.7.4. The Contractor agrees that the payment received from 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 such as in Section 1.3.4, from the individual for those services.

3.8. Referring Clients to Other Services

3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.

3.9. Client Wait Lists

3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

3.9.3. The Contractor shall include at a minimum the following information on its wait list:

3.9.3.1. The individual's full name and date of birth.

3.9.3.2. The name of the service being requested.

3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

3.9.3.5. 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.

3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.

3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

3.9.4.2. Declining mental or physical health of the caregiver.

3.9.4.3. Declining mental or physical health of the individual.

3.9.4.4. Individual has no respite services while living with a caregiver.

3.9.4.5. Length of time on the wait list.

3.9.4.6. 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.

3.9.4.7. 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.

3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

3.10. Criminal Background Check and BEAS State Registry Checks

3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving

services, before the staff member or volunteer begins providing services.

3.10.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

3.11. Grievance and Appeals

3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client.

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent

disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.

4. Staffing

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

4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.

4.1.2. 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.

4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:

4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.

4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.

4.1.5.3. A description of time frames necessary for obtaining staff replacements.

4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.

5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

5.1.1.1. The number of clients served by town and in the aggregate;

5.1.1.2. Total amount of donations collected.

5.1.1.3. Expenses by program service provided.

5.1.1.4. Revenue, by program service provided, by funding source.

5.1.1.5. Total amount of donation and/or fees collected from all individuals.

5.1.1.6. Actual Units served, by program service provided, by funding source.

5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.

5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.

5.1.1.9. Unmet need/waiting list.

5.1.1.10. Lengths of time clients are on a waiting list.

5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.

5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:

5.1.3.1. For home-delivered meals:

5.1.3.1.1. The number of meals served by client and by town.

5.1.3.1.2. The number of meals served in the aggregate; and

5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.

5.1.3.2. For transportation:

5.1.3.2.1. The number of clients served by town and in the aggregate;

5.1.3.2.2. The number of miles in the aggregate;

5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.

6. Performance Measures

6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:

6.1.1. All clients served meet eligibility requirements;

6.1.2. The contractor identified, located and served the people who need and could benefit from services.

6.1.3. The contractor determined and redetermined accurate and timely eligibility

6.1.4. Clients receive services in accordance with their needs.

6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

6.2.1.1. Data

6.2.1.2. Financial records

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

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

6.2.1.5. Scheduled phone access to Contractor principals and staff

6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.



Service Area

The Contractor shall provide services in Exhibit A, Scope of Services, in accordance with the rates in Exhibit B-1, Rate Sheet, to eligible individuals within Northern Carroll County in the following towns/cities.

- Albany
- Bartlett
- Chatham
- Conway
- Eaton
- Jackson
- Madison

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. The contract is funded with federal funds. Availability of federal funds is contingent upon meeting the requirements outlined in the:

   - Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3CM, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3HD, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2
   - Catalog of Federal Domestic Assistance #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX

3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.

4. Payment shall be made as follows:

   4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.

   4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.

   4.3. Invoices shall be submitted to:

   Bureau of Elderly and Adult Services Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.

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 the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	11,891	$5.50	$ 65,400.50
Title IIIC Cong Meals	Per Meal	8,500	$5.50	$ 46,750.00
Title XX HD Meals	Per Meal	3,582	$5.50	$ 19,701.00
Title IIIB Transportation	PerClient/PerDay	542	$23.70	$ 12,845.40

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	23,781	$5.50	$ 130,795.50
Title IIIC Cong Meals	Per Meal	17,000	$5.50	$ 93,500.00
Title XX HD Meals	Per Meal	7,163	$5.50	$ 39,396.50
Title IIIB Transportation	PerClient/PerDay	1,083	$23.70	$ 25,667.10

7/1/2018 through 09/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	5,945	$5.50	$ 32,697.50
Title IIIC Cong Meals	Per Meal	4,250	$5.50	$ 23,375.00
Title XX HD Meals	Per Meal	1,791	$5.50	$ 9,850.50
Title IIIB Transportation	PerClient/PerDay	271	$23.70	$ 6,422.70

Contractor Initials: AF

Date: 11/28/16

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.

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 Division 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: Gibson Center for Senior Services, Inc.

11/28/16
Date

Name: Deborah Fowler
Title: President

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-I.)

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

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

Contractor Name: Gibson Center for Senior Services, Inc.

11/28/16
Date

Name: Deborah Fauver
Title: President

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:
Gibson Center for Senior Services, Inc

11/28/16
Date

Name: Deborah Fauver
Title: President

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.

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: Gibson Center for Senior Services, Inc.

11/28/16
Date

Name: Deborah Fauver
Title: Pres. Bd

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: Gibson Center for Senior Services, Inc

11/28/16
Date

Name: Deborah Faulkner
Title: Pres. Exec

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

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	Gibson Center For Senior Services, Inc
Signature of Authorized Representative	Signature of Authorized Representative
Maureen Ryan	Deborah Fauver
Name of Authorized Representative	Name of Authorized Representative
Director, OHS	President
Title of Authorized Representative	Title of Authorized Representative
11/30/16	11/28/16
Date	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: Gibson Center for Senior Services, Inc.

11/28/16
Date

Name: Deborah Faour
Title: President

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: 166436261

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Nutrition and Transportation Contract

This 2nd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated this 26th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County Senior Citizens Council, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 10 Campbell Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), as amended on December 20, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the services rates, and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $5,018,305.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit B-1 Amendment #1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #2, Rate Sheet.

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

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

State of New Hampshire
Department of Health and Human Services

1/25/19
Date

Name: Christine Santaniello
Title: Director, DLTSS

Grafton County Senior Citizens Council, Inc.

1/22/19
Date

Name: Kathleen M. Vasconcelos
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Grafton on January 22, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Betsey L. Cheney
Signature of Notary Public or Justice of the Peace

Betsey L. Cheney
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8/8/23

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

OFFICE OF THE ATTORNEY GENERAL

1/31/19
Date

Name: Megan A. Yeaton
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Rate Sheet
Amendment #2

Nutrition and Transportation					
1/1/2017 through 06/30/2017 Service Units					
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	26,258	$5.50		$ 144,419.00
Title IIIC HD Meals	Per Meal	29,286	$5.50		$ 161,073.00
Title IIIC Cong Meals	Per Meal	34,113	$5.50		$ 187,621.50
Title IIIB Transportation	PerClient/PerDay	7,727	$23.70		$ 183,129.90
			Subtotal		*$ 676,243.40*
7/1/2017 through 06/30/2018 Service Units					
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	52,515	$5.78		$ 303,536.70
Title IIIC HD Meals	Per Meal	58,572	$5.78		$ 338,546.16
Title IIIC Cong Meals	Per Meal	68,226	$5.78		$ 394,346.28
Title IIIB Transportation	PerClient/PerDay	15,453	$24.89		$ 384,625.17
			Subtotal		*$ 1,421,054.31*
7/1/2018 through 06/30/2019 Service Units					
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service 7/1/18-12/31/18	Rate per Service 1/1/19-6/30/19	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	52,515	$5.78	$6.00	$ 315,090.00
Title IIIC HD Meals	Per Meal	58,572	$5.78	$6.00	$ 351,432.00
Title IIIC Cong Meals	Per Meal	68,226	$5.78	$6.00	$ 409,356.00
Title IIIB Transportation	PerClient/PerDay	15,453	$24.89	$24.89	$ 384,625.17
			Subtotal		*$ 1,460,503.17*
7/1/2019 through 06/30/2020 Service Units					
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	52,515	$6.00		$ 315,090.00
Title IIIC HD Meals	Per Meal	58,572	$6.00		$ 351,432.00
Title IIIC Cong Meals	Per Meal	68,226	$6.00		$ 409,356.00
Title IIIB Transportation	PerClient/PerDay	15,453	$24.89		$ 384,625.17
			Subtotal		*$ 1,460,503.17*
			Total		**$ 5,018,304.05**

Contractor Initials: KMW

Date: 1/22/19

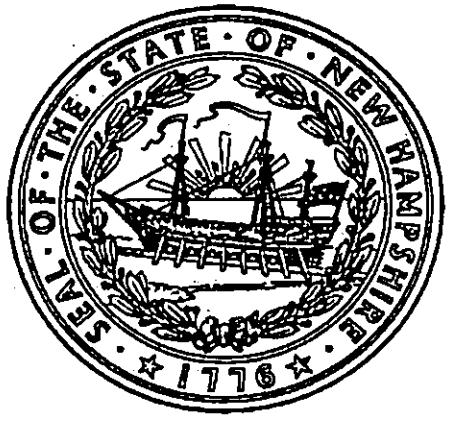
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 13, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65677**

Certificate Number: **0004071520**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2018.

William M. Gardner

Secretary of State

Grafton County Senior Citizens Council, Inc.

ABSTRACT OF CORPORATE MINUTES

By action taken in accordance with the by-laws, the Board of Directors of Grafton County Senior Citizens Council, Inc. adopted the following resolution effective July 24, 2018.

Resolved, that any one of the President, Vice President, Treasurer, or Executive Director is authorized on behalf of GCSCC, Inc. to accept grants and awards from, and to enter into contracts and contract amendments with, the State of New Hampshire, and to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the State of New Hampshire. This authorization shall continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Kathleen Vasconcelos is the duly elected President/Vice President/Treasurer/ **Executive Director** of this corporation and is still qualified and serving in such capacity.

Jan 22, 2019 _____ Lawrence A. Kelly
(Date) Officer-Title PRES.

"No corporate seal."

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On January 22, 2019, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that he/she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Betsey L. Cheney
Notary Public/Justice of the Peace

Date of expiration: 8/8/23

GRAFCOU-01 ARUDIO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2019

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

PRODUCER	CONTACT NAME: Kathy Gordon	
Kinney Pike Insurance Inc. 1011 North Main Street, Suite 4 White River Junction, VT 05001	PHONE (A/C, No, Ext): (802) 473-9405 6405	FAX (A/C, No):
	E-MAIL ADDRESS: kgordon@kinneypike.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Massachusetts Bay Ins Co	22306
INSURED Grafton County Senior Citizens PO Box 433 Lebanon, NH 03766	INSURER B : Citizens Ins. Co. of America	31534
	INSURER C : Hanover Insurance Company	22292
	INSURER D : Wesco Insurance Company	25011
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZBV-8862911-08	10/25/2018	10/25/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						EMPLOYEE BENEFI	$ 3,000,000
B	AUTOMOBILE LIABILITY			ABV8808402-08	10/25/2018	10/25/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			UHV 8882696-08	10/25/2018	10/25/2019	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 0						Aggregate	$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3379105	11/13/2018	11/13/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Commercial Property			ZBV-8862911-08	10/25/2018	10/25/2019	Ded	1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Statutory Coverage applies in NH & FL. Patricia Brady, Flora Meyer and Lawrence Kelly are Excluded Officers.

CERTIFICATE HOLDER

State of NH Dept. of Health & Human Services
129 Pleasant St
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sandra Delisle

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Supporting Aging in Community

Horse Meadow Senior Center
(N. Haverhill 603-787-2539)

Lin-Wood Area Senior Services
(Lincoln 603-745-4705)

Littleton Area Senior Center
(Littleton 603-444-6050)

Mascoma Area Senior Center
(Canaan 603-523-4333)

Newfound Area Senior Services
(Bristol 603-744-8395)

Orford Area Senior Services
(Orford 603-787-2539)

Plymouth Regional Senior Center
(Plymouth 603-536-1204)

Upper Valley Senior Center
(Lebanon 603-448-4213)

Sponsoring

RSVP & The Volunteer Center
(toll-free 877-711-7787)

ServiceLink of Grafton County
(toll-free 866-634-9412)

2018-19 Board of Directors

Larry Kelly, *President*
Bob Muh, *Vice President*
Flora Meyer, *Treasurer*
Martha Richards, *Secretary*

Ralph Akins
Patricia Brady
Neil Castaldo
Ellen Flaherty
Carol Govoni
Craig Labore
Steve Marion
J. Pete Moseley
Rick Peck
Frank Thibodeau
Ellen Thompson

Kathleen Vasconcelos,
Executive Director

STATEMENT OF PURPOSE

The purpose of Grafton County Senior Citizens Council is to develop, strengthen and provide programs and services which support the health, dignity and independence of older adults and adults with disabilities living in our communities.

GCSCC assumes an advocacy and leadership position with respect to identifying the needs and concerns of older persons and individuals with disabilities and informing the public of such needs.

GCSCC supports the concept of community focal points on aging wherein individuals may obtain access to comprehensive, community based services, and participate in activities that enhance their dignity, support their independence and encourage their involvement in the community.

GCSCC provides specific programs, services and educational opportunities in a variety of settings according to the availability of resources, and will pursue its mission in the most cost effective manner and through collaboration with other organizations.

Programs and services are based upon the following values:

- Older adults and adults with disabilities are individuals and adults with ambitions, capabilities and creative capacities.
- Older adults and persons with disabilities are capable of continued growth and development.
- Older adults and adults with disabilities, like all people, have certain basic needs, including opportunities for relationships and to experience a sense of achievement.
- Older adults and adults with disabilities, like all people, need access to sources of information, help for personal and family problems and the opportunity to learn from individuals coping with similar experiences.
- Older adults and adults with disabilities have a right to make choices and to be part of decision-making processes regarding issues which affect their lives.
- GCSCC will create and maintain a climate of respect, trust and support, and will provide opportunities for all individuals to exercise their skills and develop their potential as experienced adults, within the context of the whole community to which they belong and to which they bring their wisdom, experience and insight.

G:\Word Processing\ GCSCC\Mission.doc.

10 Campbell Street • P.O. Box 433 • Lebanon, NH 03766
phone: 603-448-4897 • fax: 603-448-3906 • www.gcscc.org

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.

FINANCIAL STATEMENTS

September 30, 2017 and 2016

SINGLE AUDIT REPORTS

September 30, 2017

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2017 and the related statement of activities and changes in net assets, statement of functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Grafton County Senior Citizens Council, Inc. as of September 30, 2017 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Grafton County Senior Citizens Council, Inc's 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 10, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 15, 2018, on our consideration of Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and compliance.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
February 15, 2018

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENTS OF FINANCIAL POSITION
September 30, 2017 and 2016
See Independent Auditor's Report

ASSETS	2017	2016
CURRENT ASSETS		
Cash, unrestricted	$ 11,703	$ 32,957
Cash, board designated	23,764	12,721
Cash, temporarily restricted	978	11,431
Investments	365,725	292,848
Accounts receivable	1,367	20,665
Grants receivable	239,527	229,144
Inventories	23,879	20,296
Deposits	-	18,734
Prepaid expenses	6,750	24,529
	673,693	663,325
LAND, BUILDING AND EQUIPMENT, at cost		
Land, buildings and improvements	3,059,101	2,920,481
Equipment	236,439	287,422
Vehicles	577,032	451,970
	3,872,572	3,659,873
Accumulated depreciation	(1,651,050)	(1,781,540)
	2,221,522	1,878,333
LONG-TERM ASSETS		
Investments, Endowment	290,885	229,602
Total Assets	3,186,100	2,771,260
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	52,435	45,284
Accrued expenses	117,988	111,297
Line of credit	45,000	75,000
Security deposits	325	325
	215,748	231,906
NET ASSETS		
Unrestricted		
Operating	67,478	93,237
Board designated	477,675	396,342
Investment in fixed assets	2,221,522	1,878,333
	2,766,675	2,367,912
Temporarily restricted	978	32,613
Permanently restricted	202,699	138,829
	2,970,352	2,539,354
Total Liabilities and Net Assets	$ 3,186,100	$ 2,771,260

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF ACTIVITIES
Year Ended September 30, 2017
With Comparative Totals For Year Ended September 30, 2016
See Independent Auditor's Report

	2017				2016
	Unrestricted	Temporarily Restricted	Permanently Restricted	Memorandum Total	Memorandum Total
SUPPORT, REVENUES AND GAINS					
SUPPORT					
Contributions:					
Local government agencies	$ 365,422	$ -	$ -	$ 365,422	$ 359,407
Senior center activities and fundraising	70,040	-	-	70,040	85,478
Program participant	239,267	-	-	239,267	253,616
General contributions and other	528,752	76,098	-	604,850	523,514
Contributions, non-cash	738,252	-	-	738,252	327,836
Special events	31,660	-	-	31,660	44,221
Bequests	51,571	-	54,032	105,603	37,064
United Way agencies	32,080	-	-	32,080	43,876
Governmental programs and fees for contract services	2,035,397	-	-	2,035,397	2,081,138
	4,092,441	76,098	54,032	4,222,571	3,756,150
REVENUES AND GAINS					
Rental	22,305	-	-	22,305	25,407
Gain on sale of fixed assets	6,908	-	-	6,908	-
Interest and dividends	11,344	-	3,984	15,328	21,220
Net realized and unrealized gains investments and Endowment	27,862	-	7,326	35,188	30,996
	68,419	-	11,310	79,729	77,623
TOTAL SUPPORT, REVENUES AND GAINS	4,160,860	76,098	65,342	4,302,300	3,833,773
Net Assets Released From Donor Imposed Restrictions	109,205	(107,733)	(1,472)	-	-
EXPENSES					
PROGRAM SERVICES					
Senior transportation	659,654	-	-	659,654	615,006
Nutrition programs	2,086,133	-	-	2,086,133	2,045,473
Social services programs	114,731	-	-	114,731	109,912
Service Link	381,527	-	-	381,527	449,479
RSVP programs	106,562	-	-	106,562	116,756
Senior center activities	72,179	-	-	72,179	47,672
	3,420,786	-	-	3,420,786	3,384,298
SUPPORTING SERVICES					
Management and general	405,466	-	-	405,466	329,684
Fundraising	45,050	-	-	45,050	30,237
	450,516	-	-	450,516	359,921
TOTAL EXPENSES	3,871,302	-	-	3,871,302	3,744,219
NET INCREASE (DECREASE) IN NET ASSETS	398,763	(31,635)	63,870	430,998	89,554
NET ASSETS, BEGINNING OF YEAR	2,367,912	32,613	138,829	2,539,354	2,449,800
NET ASSETS, END OF YEAR	$ 2,766,675	$ 978	$ 202,699	$ 2,970,352	$ 2,539,354

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ending September 30, 2017
(With Comparative Totals for the Year Ended September 30, 2016)
See Independent Auditor's Report

	PROGRAM SERVICES							SUPPORT		MEMORANDUM TOTALS	
	Senior Transportation	Nutrition	Social Services	Service Link	RSVP	Senior Activity	Total Program	Management and General	Fund Raising	2017	2016
Salaries and wages	$ 282,437	$ 713,146	$ 81,780	$ 241,878	$ 68,811	$ -	$ 1,388,052	$ 230,162	$ 25,574	$ 1,643,788	$ 1,577,371
Payroll taxes	21,870	54,873	5,742	18,396	5,682	-	106,563	16,567	1,841	124,971	120,502
Fringe benefits	27,760	88,129	12,222	30,211	8,310		166,632	20,673	2,297	189,602	211,165
Travel	5,194	43,401	2,445	20,561	7,479	834	79,914	4,879	542	85,335	99,218
Supplies	5,438	110,854	740	9,206	1,776	2,216	130,230	11,251	1,250	142,731	164,878
Food and beverages	-	365,245	-	-	-	-	365,245	-	-	365,245	341,924
Donated food and beverage	-	388,239	-	-	-	-	388,239	-	-	388,239	302,321
Rent and utilities	22,984	99,449	1,496	16,663	367	-	140,959	2,959	329	144,247	160,392
Vehicle expense	101,150	-	-	-	-	-	101,150	-	-	101,150	114,579
Postage	338	1,845	15	1,425	664	900	5,187	3,450	383	9,020	13,704
Repairs and maintenance	17,833	94,926	1,425	7,317	337	104	121,942	19,468	2,163	143,573	146,465
Telephone and internet	4,048	16,431	339	5,118	800	-	26,736	433	48	27,217	26,049
Professional Fees	171	3,534	15	1,465	-	35,094	40,279	39,939	4,438	84,656	38,251
Bank and investment fees	50	600	-	30	-	10	690	5,357	595	6,642	5,516
Interest expense	-	-	-	-	-	-	-	1,626	181	1,807	2,076
Dues and subscriptions	51	230	7	14	150	424	876	2,905	323	4,104	3,263
Insurance	37,180	63,086	7,723	18,665	2,473	-	129,127	8,268	919	138,314	182,897
Marketing/public relations	501	2,324	86	559	852	89	4,411	3,790	421	8,622	8,238
Staff development	2,294	838	93	1,317	665	225	5,432	3,917	435	9,784	12,441
Printing and copying	20	111	-	1,104	331	211	1,777	293	33	2,103	2,443
Volunteer recognition	286	1,875	12	-	20	686	2,879	110	12	3,001	3,403
Miscellaneous expenses	175	29	-	2,041	2	312	2,559	1,333	145	4,037	13,381
Depreciation	129,806	36,624	587	251	-	-	167,268	9,062	1,007	177,337	120,373
Fundraising	-	54	-	-	-	1,371	1,425	5,949	661	8,035	6,110
Website costs	-	-	-	-	3,620	-	3,620	12,380	1,376	17,376	11,275
Other program expenses	-	-	-	5,306	4,223	1,118	10,647	-	-	10,647	13,082
Senior activity expense	68	290	4	-	-	28,585	28,947	695	77	29,719	42,902
Total Expenses	$ 659,654	$ 2,086,133	$ 114,731	$ 381,527	$ 106,562	$ 72,179	$ 3,420,786	$ 405,466	$ 45,050	$ 3,871,302	$ 3,744,219

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended September 30, 2017 and 2016
See Independent Auditor's Report

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase in net assets	$ 430,998	$ 89,554
Adjustments to reconcile change in net assets to net unrestricted cash provided by operating activities:		
Depreciation	177,337	120,373
Contributions of fixed assets	(343,808)	(805)
Net (gain) on realized & unrealized investments & Endowment	(35,188)	(30,996)
Change in cash restricted	10,453	3,155
(Increase) decrease in operating assets		
Accounts receivable	19,298	76
Grants receivable	(10,383)	132,254
Inventories	(3,583)	1,858
Deposits	18,734	(18,734)
Prepaid expenses	17,779	65,464
Increase (decrease) in operating liabilities		
Accounts payable	7,151	(46,100)
Accrued expenses	6,691	(25,351)
Deferred revenue	-	(35,738)
Net cash provided by operating activities	295,479	255,010
CASH FLOW FROM INVESTING ACTIVITIES:		
Proceeds from sales on investments and Endowment	59,920	248,455
Purchases of investments and Endowment	(158,892)	(177,411)
Cash paid for purchases of fixed assets	(176,718)	(300,310)
Net cash used by investing activities	(275,690)	(229,266)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net payments on line of credit	(30,000)	(44,985)
Net decrease in unrestricted cash	(10,211)	(19,241)
Unrestricted cash, beginning of year	45,678	64,919
Unrestricted cash, end of year	$ 35,467	$ 45,678
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid for interest	$ 1,807	$ 2,076
Non cash contributions	$ 738,252	$ 327,836
Cost of fixed assets acquired	520,526	301,115
Donation of fixed assets	343,808	805
Net cash paid for fixed assets	$ 176,718	$ 300,310

The notes to consolidated financial statements are an integral part of this statement

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Grafton County Senior Citizens Council, Inc. (hereinafter referred to as the "Organization" or the "Council") have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB's generally accepted accounting principles applicable to the Council, and the Council's conformity with such principles, are described below. These disclosures are an integral part of the Council's financial statements.

A. NATURE OF ACTIVITIES, PURPOSE AND CONCENTRATIONS

The Grafton County Senior Citizens Council, Inc. is a "not-for-profit" organization, which provides community-based services to older individuals in Grafton County, New Hampshire. These services include transportation, nutrition, and physical and social activities. The Council's program support is derived primarily from federally funded fee for service contracts and grants through the State of New Hampshire, and is supplemented by participant program related contributions. The Council also receives mission critical program support from area towns, agencies, United Way and Grafton County. The Council also allows the area Senior Centers to generate program support for activities specific to the area centers.

B. PROMISE TO GIVE

The Organization has adopted FASB ASC 958-605-20, "Accounting for Contributions Received and Contributions Made." In accordance with FASB ASC 958-605-20, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions. Time-restricted contributions are required to be reported as temporarily restricted support and are then reclassified to unrestricted net assets upon expiration of time restriction. Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. The organization uses the allowance method for recognition of uncollectable amounts. There were no uncollectable amounts at September 30, 2017 and 2016, respectively.

C. USE OF ESTIMATES

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

D. BASIS OF ACCOUNTING

The financial statements of the Organization have been prepared in the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

E. FINANCIAL STATEMENT PRESENTATION

The Council is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Council is required to present a statement of cash flows. The Council additionally maintains a classification of land, building and equipment within its unrestricted net asset statements of activity, which is combined into total unrestricted net assets.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. IN-KIND CONTRIBUTIONS

Contributed Services

The Council receives donated services from a substantial number of unpaid volunteers who have made significant contributions of their time to the general operations of the Council. No amounts have been recognized in the accompanying statement of activities because the criterion for recognition of such volunteer effort is that services must be specialized skills, which would be purchased if not donated. Service contributed for the year ended September 30, 2017 and 2016 amounted to 73,431 and 70,887 hours, respectively and are valued at $7.25 per hour for a total of $532,375 and $513,858, respectively.

Contributed goods

The Council receives donated goods throughout the year. Contributed goods can include food supplies and equipment. For financial reporting purposes the items contributed have been recorded at their fair market value at the date of the contribution. Any equipment contributed is capitalized and depreciated over its estimated useful life.

For the year ended September 30, 2017 contributed food, supplies, and fixed assets were $388,239, $6,205 and $343,808, respectively. For the year ended September 30, 2016 contributed food, supplies, and fixed assets were $302,321, $24,711 and $804, respectively.

G. INCOME TAXES

The exempt status of the Council is based upon the terms of an original Internal Revenue Service determination letter, dated July 1972, in which the Council maintained that it is an organization that operates exclusively for religious, charitable and educational purposes (as more fully defined in Internal Revenue Code Section 501(c)(3). The Council has maintained that it is not a "private foundation" under Section 509(a)(2). The Council is required to file annual information returns for tax-exempt organizations with the Internal Revenue Service as well as the Department of Charitable Trusts of the New Hampshire Attorney General's Office. The council qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

H. INVESTMENTS

The Council has adopted FASB ASC 958-320, "Accounting for Certain Investments Held by Not-for-Profit Organizations." Under FASB ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increase in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

I. CASH, CASH EQUIVALENTS AND INVESTMENTS

For purposes of the Statements of Cash Flows, the Council considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of September 30, 2017 and 2016.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J. ACCOUNTS RECEIVABLE

Accounts receivable are comprised of amounts due from customers for services provided. The Council considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

K. GRANTS RECEIVABLE

The grants receivable consist of amounts to be received by the Council from Federal and State governments. The amounts to be received include receivables for program services already rendered under contract agreements with the government. No allowance for doubtful accounts has been established for accounts receivable.

L. LAND, BUILDINGS, AND EQUIPMENT

Land, buildings and equipment are recorded at cost at the date of acquisition or fair market value at the date of the gift. The Council's policy is to capitalize all land, buildings and equipment in excess of $1,000 (lesser individual item amounts are generally expensed) and to depreciate these assets using the straight-line method of depreciation over their estimated useful lives as follows:

	Years
Buildings and improvements	7-50
Equipment	5-20
Vehicles	5-7

Depreciation expense recorded by the Council for the years ended September 30, 2017 and 2016 was $177,337 and $120,373, respectively.

M. ALLOWANCE FOR DOUBTFUL ACCOUNTS

The Council provides, when necessary, for an allowance for doubtful accounts when accounts or pledges receivable are not deemed fully collectible. At September 30, 2017 and 2016, there was no allowance for doubtful accounts.

N. INVENTORY

Inventory is stated at the lower of cost (specific identification method) or market and is comprised of food items.

2. SUBSEQUENT EVENT

The Organization's management has evaluated subsequent events through February 15, 2018, which is the date the financial statements were available to be issued. It has been determined that no subsequent events matching this criterion occurred during this period.

3. FUNCTIONAL EXPENSES

Expenses by function have been allocated between program and supporting services classifications on the basis of time records, units of service and estimates made by the Council's management.

4. INVESTMENTS AND INVESTMENTS, ENDOWMENT

The Council maintains individual and pooled investments containing both restricted and unrestricted funds. Investment income, gains, losses, and management fees of any pool are allocated to activities based on each activity's pro-rata share (on dollar and time basis) in the pool. Investments in marketable equity securities and marketable debt securities are carried at fair market value determined by "quoted market prices" per unit (share) as of the balance sheet date. All other investments are stated at cost. Donated investments are recorded at the "fair market value" as of the date of receipt. Investment income, realized and unrealized gains, losses, dividends and interest unrestricted activities are recorded as operating activities. Investment interest and dividend income on restricted activities is added to, or deducted from, the appropriate activity.

All investments are unrestricted, board designated. Investments were comprised of the following:

	2017	2016
Investments:		
Money Markets	$ 10,993	$ 6,338
Bond Mutual Funds	168,266	118,230
Equity Mutual Funds	-	54,859
ETFs	197,459	119,759
	376,718	299,186
Less amounts included in cash	(10,993)	(6,338)
Total	$365,725	$292,848

FASB Accounting Standards Codification Topic 820-10 *Fair Value Measurements* defines fair value, requires expanded disclosures about fair value measurements, and establishes a three-level hierarchy for fair value measurements based on the observable inputs to the valuation of an asset or liability at the measurement date. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It prioritizes the inputs to the valuation techniques used to measure fair value by giving the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurement).

Under Topic 820-10, the three levels of the fair value hierarchy are as follows:

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organization has the ability to access at the measurement date.

Level 2 inputs are inputs other than quoted prices included in Level 1 that are either directly or indirectly observable for the assets of liabilities.

Level 3 inputs are unobservable inputs for the assets or liabilities.

The level in the fair value hierarchy within which a fair measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

All investments are measured at Level 1. Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets. None of the investments are Level 2 or Level 3 investments.

4. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

The Investment, Endowment was comprised of the following:

	2017	2016
Investment , Endowment		
Money Markets	$ 12,771	$ 6,383
Bond Mutual Funds	138,327	109,153
ETFs	152,558	120,449
	303,656	235,985
Less amounts included in cash	(12,771)	(6,383)
Total	$290,885	$229,602

Endowment Funds and Net Assets

In August 2008, the Financial Accounting Standards Board issued FASB Accounting Standards Codification Topic 958-205 "*Endowments of Not-for-Profit Organizations: Net Asset Classification of Funds Subject to an Enacted Version of the Uniform Prudent Management of Institutional Funds Act, and Enhanced Disclosures for All Endowment Funds" (FASB ASC Topic 958-205).*

Topic 958-205 provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). Topic 958-205 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 enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. The Organization has adopted Topic 958-205. The Organization's endowment consists of donated common stocks and purchased mutual funds established for a variety of purposes that support the Organization's mission. Its endowment includes both donor-restricted and funds designated by the Board of Directors to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulation to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assess (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1) The duration and preservation of the various funds
2) The purposes of the donor-restricted endowment funds
3) General economic conditions
4) The possible effect of inflation and deflation
5) The expected total return from income and the appreciation of investments
6) Other resources of the Organization
7) The investment policies of the Organization

4. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

Investment Return Objectives, Risk Parameters and Strategies

The Endowment Fund was established to provide a source of continued support for the service provided by the Council. The finance committee has the authority to invest in mutual funds, cash or cash equivalents or Electronically Traded Funds (ETF) in proportions at their discretion. The Endowment Fund is invested with a recommended mix of approximately 50% equities, 45% fixed income and 5% cash and cash equivalents.

Spending Policy

The spending policy is to take distributions of annual amounts of 5% of the trailing eight quarter average value of the fund assets. However, 83% of the balance of the fund may be spent if authorized by a majority vote of the Board of Directors. The remainder of the fund is made up of permanently restricted funds. These permanently restricted funds allow for the earnings to be released for spending each year.

The composition of endowment net assets and the changes in endowment net assets as of September 30, 2017 and 2016 are as follows:

	Board Designated	Permanently Restricted	Total
Endowment net assets, September 30, 2015	$98,950	$138,659	$237,609
Net, contributions/withdrawals	(17,881)	-	(17,881)
Investment income	4,061	2,787	6,848
Net appreciation	9,921	2,883	12,804
Withdrawals in accordance with spending policy	(4,278)	(5,500)	(9,778)
Endowment net assets, September 30, 2016	$ 90,773	$138,829	$229,602
Net, contributions/withdrawals	(8,273)	54,032	45,759
Investment income	2,751	3,984	6,735
Net appreciation	7,621	7,326	14,947
Withdrawals in accordance with spending policy	(4,686)	(1,472)	(6,158)
Endowment net assets, September 30, 2017	$ 88,186	$202,699	$290,885

5. CONCENTRATION OF CREDIT RISK

At September 30, 2017 and 2016, the carrying amounts and bank balances with financial institutions of the Council's cash deposits are categorized by "credit risk" as follows:

Category 1 Deposits that are insured by the Federal Deposit Insurance Corporation (FDIC) or collateralized by securities held by the Council (or its agent) in the Council's name.

Category 2 Deposits that are uninsured and collateralized by securities that are held by the pledging institution's trust department (or agent) in the Council's name.

Category 3 Deposits that are uninsured and uncollateralized or collateralized by securities that are held by the pledging institution's trust department (or agent) but not in the Council's name.

At September 30, 2017 and 2016, the Organization had no uninsured cash balances, respectively.

6. LINE OF CREDIT

The Council has a $200,000 line of credit at an area bank, unsecured, with a variable interest rate equal to the Wall Street Journal Prime Index. The line of credit expires March 15, 2019. The interest rate at September 30, 2017 and 2016 was 4.25% and 3.50%, respectively. Interest payments are required monthly. The outstanding balance as of September 30, 2017 and 2016 was $45,000 and $75,000, respectively.

7. LEASE OBLIGATION

In May 2011, the Council entered into an agreement to lease property in Littleton over twenty years in an amount equal to the tax assessment of the property, payable in monthly installments. During the years ended September 30, 2017 and 2016, respectively, the Council expensed rent in the amount of $4,200 related to the lease.

In July 2014 the Council renewed its lease of property in Littleton for three years. In June 2017 the lease was extended two years and expires in June 2019. During the years ended September 30, 2017 and 2016, respectively, the Council expensed rent in the amount of $15,189 and $14,962 related to the lease, respectively.

In January 2014 the Council signed a four-year lease of property in Lincoln, New Hampshire. The lease agreement expires in December 2018. During the years ended September 30, 2017 and 2016, respectively, the Council expensed rent in the amount of $12,035 related to this lease.

In October 2016 the Council renewed a one-year lease of property in Bristol, New Hampshire. The agreement expires in October 2017. During the years ended September 30, 2017 and 2016, respectively, the Council expensed rent in the amount of $10,800 related to this lease.

In January 2016 the Council renewed a one-year agreement to lease property in Orford, New Hampshire. The agreement expires in January 2018. During the years ended September 30, 2017 and 2016, respectively, the Council expensed rent in the amount of $4,980 related to the lease.

In January 2016 the Council entered a ten-year agreement with the town of Canaan to mutually maintain the Indian River Grange Hall. In lieu of rent the Council maintains the utility and custodial costs of operating the Grange Hall.

Future minimum lease payments on the above leases as of September 30 are:

2018	$ 33,009
2019	18,855
2020	4,200
2021	4,200
2022	4,200
Thereafter	57,400
	$121,864

The Council also leases office equipment under short-term operating lease agreements.

8. CONTINGENT LIABILITIES

Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of the funds to the grantors. Although the return of the funds is a possibility, the Board of Directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

9. ECONOMIC DEPENDENCY

The Council receives a substantial amount of its revenues and support under federal and state funded fee for service contracts, grants and programs (primarily passed through the State of New Hampshire). If a significant reduction or delay in the level of support were to occur, it may have an effect on the Council's programs and activities.

The following reflects activity for the year ended September 30, 2017:

Federal and State Funded Contracts, Grants and Programs	$2,035,397
State non-cash contribution of busses	343,808
	$2,379,205
Percentage of Total Support and Revenues	55%

10. TEMPORARILY RESTRICTED, PERMANENTLY RESTRICTED & BOARD-DESIGNATED NET ASSETS

Board designated net assets consist of the following at September 30:

	2017	2016
Investment reserve	$ 177,277	$ 115,677
Mascoma area reserve	20,097	18,287
Plymouth reserve	8,585	7,816
Littleton reserve	135,636	125,538
Horse Meadow reserve	35,123	31,868
GCSCC Endowment fund	100,957	97,156
Total board designated net assets	$ 477,675	$ 396,342

Temporarily restricted net assets consist of the following at September 30:

	2017	2016
Plymouth refrigerator	$ -	$ 1,604
NHCF Strategic Planning	-	5,000
Basket Raffle	978	1,365
United Way receivable	-	8,826
DHMC Dental Clinic	-	3,462
DHMC Light Program	-	9,356
CDFA Grant receivable	-	3,000
Total temporarily restricted net assets	$ 978	$ 32,613

Permanently restricted net assets consist of the following at September 30:

	2017	2016
Clapper Memorial Fund	$ 32,538	$ 30,457
Jean Clay fund	170,161	108,372
Total temporarily restricted net assets	$ 202,699	$ 138,829

11. FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Council is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at September 30 were as follows:

2017	Fair Value	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable Inputs (Level 2)
Investments	$ 656,610	$ 656,610	$ -
Accounts receivable	1,367	-	1,367
Grants receivable	239,527	-	239,527
	$ 897,504	$ 656,610	$ 240,894
2016			
Investments	$ 522,450	$ 522,450	$ -
Accounts receivable	20,665	-	20,665
Grants receivable	229,144	-	229,144
	$ 772,259	$ 522,450	$ 249,809

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts and grants receivable are estimated at the present value of expected future cash flows.

12. TAX EXEMPT STATUS

The Organization is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2016, 2015, and 2014 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

13. COMPENSATED ABSENCES

Employees of the Organization are entitled to paid vacation depending on job classification, length of service, and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of September 30, 2017 and 2016 in the amounts of $80,830 and $76,991, respectively.

ROWLEY & ASSOCIATES, P.C.

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2017, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 15, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the Grafton County Senior Citizens Council, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Grafton County Senior Citizens Council, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
February 15, 2018

ROWLEY & ASSOCIATES, P.C.

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Grafton County Senior Citizens Council, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Grafton County Senior Citizens Council, Inc.'s major federal programs for the year ended September 30, 2017. Grafton County Senior Citizens Council, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Grafton County Senior Citizens Council, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Grafton County Senior Citizens Council, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Grafton County Senior Citizens Council, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Grafton County Senior Citizens Council, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2017.

Report on Internal Control over Compliance

Management of Grafton County Senior Citizens Council, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered New Hampshire Coalition Against Domestic and Sexual Violence's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
February 15, 2018

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2017

SECTION I – SUMMARY OF AUDITOR'S RESULTS

1. The auditor's report expresses an unqualified opinion on the financial statements of Grafton County Senior Citizens Council, Inc.

2. No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditor's Report.

3. No instances of noncompliance material to the financial statements of Grafton County Senior Citizens Council, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance. No Material weaknesses are reported.

5. The auditor's report on compliance for the major federal award programs for Grafton County Senior Citizens Council, Inc. expresses an unqualified opinion on all major federal programs.

6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.

7. The programs tested as major programs were:

Federal Program Cluster:	
Title IIIB, Supportive Services and Senior Center	93.044
Title IIIC, Nutrition Services	93.045
Nutrition Services Incentive Program – Food Distribution	93.053

8. The threshold used for distinguishing between Type A and B programs was: $750,000.

9. Grafton County Senior Citizens Council, Inc. qualified as a low-risk auditee.

SECTION II – FINANCIAL STATEMENT FINDINGS

No Matters Were Reported

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No Matters Were Reported

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2017

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA #	Federal Expenditures
AGING-CLUSTER		
US DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Passed through the NH Department of Health and Human Services		
Title IIIB, Supportive Services and Senior Centers	93.044	$ 178,516
Title IIIC, Nutrition Services Incentive Program	93.045	449,631
Nutrition Services Incentive Program - Food Distribution	93.053	160,197
TOTAL AGING-CLUSTER		788,344
OTHER PROGRAMS		
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE		
Direct Program		
Title IIA, Retired and Senior Volunteer Program (RSVP)	94.002	93,667
US DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Passed through the NH Department of Health and Human Services		
Title XX, Social Services Block Grant	93.667	171,197
TOTAL OTHER PROGRAMS		264,864
TOTAL EXPENDITURES OF FEDERAL AWARDS		$ 1,053,208

The accompanying notes are an integral part of this schedule

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2017

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Grafton County Senior Citizens Council, Inc. under programs of the federal government for the year ended September 30, 2017. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Grafton County Senior Citizens Council, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Grafton County Senior Citizens Council, Inc.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

Grafton County Senior Citizens Council, Inc. has elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
BOARD OF DIRECTORS
2018/2021

Year/ Committee	Term	Board Member
2018 – 2020 President Executive, Facilities	3rd 2021	Larry Kelly West Lebanon, NH 03784
2018 – 2020 Vice President Executive, Governance (Chair), Personnel	1st 2020	Bob Muh Littleton, NH 03561
2017 – 2019 Treasurer Finance (Chair)	3rd 2020	Flora Meyer Lebanon, NH 03766
2018 – 2020 Secretary Strategic Planning, Governance	1st 2020	Martha Richards Holderness, NH 03245
Facilities	2nd 2019	Ralph Akins Lebanon, NH 03766
Member-at-Large Executive, Governance	3rd 2021	Patricia Brady Woodsville, NH 03785
Strategic Planning (Chair)	1st 2019	Neil Castaldo Hanover, NH 03755
Kathleen M. Vasconcelos, Executive Director Lebanon, NH 03766		

Year/ Committee	Term	Board Member
Program Planning & Evaluation	1st 2021	Ellen Flaherty Lebanon, NH 03756
Personnel (Chair)	1st 2019	Carol Govoni Lincoln, NH 03251
Program Planning & Evaluation (Chair)	2nd 2021	Craig Labore North Haverhill, NH 03774
Strategic Planning	1st 2019	Steve Marion Hanover, NH 03755
Marketing & Development (Chair)	1st 2019	Rick Peck, Vice President Concord, NH 03301-4005
Finance Facilities	3rd 2021	Frank Thibodeau Canaan, NH 03741
Strategic Planning	1st 2020	Ellen Thompson Lyme, NH 03768

Kathleen M. Vasconcelos
34 King Street
Woodsville, NH 03785

h: 603-243-0216 kathleenvas17@gmail.com c: 301-318-2214

SUMMARY OF SKILLS AND EXPERIENCE

Management:

- Association and nonprofit operations management.
- Development of strategic plans, annual budgets, and goals for a nonprofit organization.
- Collaboration with Board members and management to further the organization's mission and goals.
- Hiring and training of new staff members.
- Leading teams to achieve organizational goals.
- Management and implementation of programs and program evaluations.
- Leading regular staff meetings and planning sessions.
- Collaborative team player who develops and maintains relationships with colleagues at every level of the organization and throughout the industry.

Marketing and Communications:

- Writing grant applications and funding proposals.
- Preparing marketing and communications plans.
- Managing the creation of annual reports, newsletters, program reports, brochures, video scripts, research reports, and board minutes.
- Managing a communications calendar.
- Creation of presentations.
- Public speaking to audiences including Board members, donors, government entities, and the general public.
- Writing press releases for media outlets nationwide.
- Participation in media interviews with local and national outlets, including The Washington Post, ABC-7 in Washington, DC, Associated Press, and Reuters.
- Strategic use of social media, including Facebook, YouTube, Twitter, and LinkedIn, to promote the organization's mission and specific programs.

Development:

- Management of fundraising efforts, including major gifts and annual giving.
- Developing and maintaining relationships with high-level donors, to further the organization's mission, raise funds, and educate donors about programs.
- Creation of written requests for funding from individuals, foundations, corporations, and government entities.
- Preparing reports for donors to highlight program accomplishments and metrics.
- Development of strategic fundraising plans and the tactics to implement the plans.

WORK EXPERIENCE

Grafton County Senior Citizens Council, Inc.
10 Campbell Street, Lebanon, NH 03766

Executive Director	Aug. 2018 – Present

Aircraft Owners and Pilots Association (AOPA) Foundation
421 Aviation Way, Frederick, MD 21701

Senior Director, Foundation Communications	2017 – 2018
Vice President, Education and Operations	2011 – 2017
Director, Safety Education	2010 – 2011
Manager, Safety Education	2008 – 2010
Senior Research Analyst	1999 – 2003

Aircraft Owners and Pilots Association (AOPA)
421 Aviation Way, Frederick, MD 21701

Media and Public Relations Specialist	2005 – 2008
Research Assistant	1998 – 1999

WOOD Consulting Services, Inc.
7474 Greenway Center Drive, Suite 800, Greenbelt, MD 20770

Technical Editor (Federal Aviation Administration contract)	2003 – 2005

EDUCATION

Master of Science, Nonprofit and Association Management — 2017
University of Maryland University College, Adelphi, Maryland

Bachelor of Arts, Communication Studies — 2004
University of Maryland University College, Adelphi, Maryland

Bachelor of Science, Aeronautical Science — 1997
Embry-Riddle Aeronautical University, Daytona Beach, Florida

OTHER

- Computer skills: Microsoft Office, Word Press, social media, Millennium fundraising software, Personify association management system
- Recreational pilot and flight instructor
- Germantown HELP food bank volunteer 2016-2018

MICHAEL J. KING
Resume

OBJECTIVE: To find a position matching my qualifications that can supplement my retirement income.

QUALIFICATIONS: A senior retired executive with extensive national and global experience including financial management, manufacturing management, economic development management, government relations, economic development project funding, fund accounting, grants management, and administration. Including:

- 40 years senior management experience
- Extensive Financial management experience
- Extensive nonprofit management experience
- Extensive corporate/government relation experience
- Full responsibility for organizational profit and

EXPERIENCE:

November 2015 to Present – Grafton County Senior Citizens Council – Lebanon NH

Associate Director of Operations

Associate Director responsible for assisting the Executive Director in various aspects of operations including facilities management, financial management and other responsibilities as assigned.

2013 – 2015 Municipal Resources Inc., Meredith, NH

Municipal Resources Inc. Provides specifically tailored services to New England communities in the areas of Public Administration, Finance, Human Resources, Public Safety, Planning and Community Development, Schools, Assessing and other services that may be needed by communities.

Affiliated Consultant

Responsible for delivering project management and consultant services in the areas of Finance, Economic Development, Community Planning, and other community services as contracted and assigned.

1993 – 2013 North Country Council, Bethlehem, NH

North Country Council is a private non-profit regional planning agency working with over 51 towns in the North Country of New Hampshire in the fields of community and land use planning, economic development, environmental planning, transportation planning and municipal services. This is a non-profit organization funded by local, state and federal funds.

1999 – 2013 Executive Director

Total responsibility for the operations of North Country Council, managing a staff of 12, a budget of $1,300,000 and the facility in Bethlehem, New Hampshire. Full P/L responsibility for the organization including project development, fund raising and public relations. Reports to the Board of directors and is responsible for board development.

Accomplishments:

- Dartmouth Regional Technology Center - This included the planning, funding, construction and operation management of 60,000 square foot technology incubator in partnership with Dartmouth College and the State of New Hampshire.
- Mountain View Grand Hotel – Funding and project support for the revitalization of this historic Grand Hotel.

1993 – 1999 **Chief Financial Officer/Operations Manager**

Directs all aspects of the administrative and financial management for the council managing the planning and engineering staff as well as overseeing all local and regional projects. Full budgetary and profit and loss responsibility.

Accomplishments:

- Created a financial and cash management system for the council that enabled the council to retire all of its operational debt.
- Successfully created a self-managed work team environment for the agency.

1976 - 1993 **DIGITAL EQUIPMENT CORP., Maynard, MA**

The leading worldwide supplier of networked computer systems, software and services with 1993 sales of $14 billion, serving 200,000 customers in 95 countries and employing 110,000 staff.

Over the 16 years held numerous progressively responsible management positions with in the company at various sites throughout the world. Last position was the Group Manufacturing Manager with responsibility for seven manufacturing sites worldwide.

EDUCATION:

Boston College
School of Management BSBA
Boston University
Management Development Program

AFFILIATIONS:

New Hampshire Business Finance Authority, New Market Tax Credit Board – 2010 - Present

New Hampshire Business Finance Authority
Board of Directors 2000 - 2013
(Governor appointed position)

New Hampshire Rail Transit Authority
Board of Directors 2010 – 2014
(Governor appointed position)

National Association of Development Organizations
Board of Directors 2004 – 2013

Carole Zangla
269 Gilman Ave.
St. Johnsbury, VT 05819
(802) 535-2625

DEGREES AND CERTIFICATES

- B.A. Professional Studies/Psychology – Summa Cum Laude
- A.S. Human Services
- A.S. Criminal Justice
- Certified Health Information Specialist inclusive of HIPAA and confidentiality regulation
- Current CPR certification

TRAININGS/ SEMINARS ATTENDED

- Springfield College –Leadership Seminars
- Springfield College – Seminars Dealing with Difficult People
- NH Adult Protective Services – Reporting
- NH Bureau of Elderly and Adult Service – Elder Abuse
- NH Division of Community Based Care – Indications of Abuse
- Implementing Evidence-Based Policies and Practices in Community
- Evidence-Based Policies and Practices
- Trained in Word, Excel, PowerPoint, and Access
- Communication
- Ongoing Nutrition Classes

PROFESSIONAL AFFILATIONS

- Reparative board member for the Community Justice Center
- COSA volunteer for the Community Justice Center
- Community council member for the Offender Reentry Program
- Certified volunteer for the Vermont Department of Corrections, including onsite facilities' access
- Advocate for the Equal Exchange TimeBank
- Member of the Benevolent Protective Order of the Elks
- Member of the Women's Aux of the American Legion

WORK HISTORY

- 2013-Present – Director, Littleton Area Senior Center, Grafton County Senior Citizens Council, Inc. (GCSCC)
- 2011- 2013 – Home Delivered Meals Program Coordinator –Littleton Area Senior Center of GCSCC

- 2010-2012- Volunteer coordinator for the Equal Exchange TimeBank

  * Responsible for volunteer coordination, marketing, recruiting, outreach, and training

- 2009-2011 - Caledonian-Record

  *Position ended due to restructuring

- 2010 - Internship with Area Agency On Aging

  *Worked with the elderly, completed intake, and conducted outreach

- 2008-2012- full-time student–Johnson State College

- 2006-2008 ADA (assistant district administrator) of Challenger Sports Program (A city-wide recreational program for handicapped youth) – FL

  * Implemented and organized recreational programs for mentally and physically disabled children. Facilitated placements and referrals regarding handicapped youth within the community. Responsible for intake, scheduling, and volunteers.

- 2004-2006 President Cape Coral Softball and ADA of Challenger Sports Program– FL

  *Responsible for upper level management of a citywide recreational program as well as the Challenger Program, which served physically and mentally handicapped youth. Authored unique waivers for established organizations gaining programs for the handicapped. Facilitated board meetings subject to Robert's Rules of Order and public disclosure.

- 2000-2004 Vice-President of Cape Coral Softball – FL

  *Responsible for various clerical duties, public relations, program development, community interaction, and employee relations.

Betsey L. Cheney

OBJECTIVE

To work for a business that I can respect and where I am respected as a person; with leadership that expresses clear goals and rules; where I may use my abilities and experience to become an essential member of a smooth running team.

EXPERIENCE

Senior Accountant
2017 – Current

Grafton County Senior Citizens Council, Inc., Lebanon, NH
Responsibilities: Under the general direction of the Associate Director, oversees the accounting, budget, financial reporting and audit activities of the Grafton County Senior Citizens Council. Financial Software used: QuickBooks

Finance Director
2009 – 2017

Grafton County Senior Citizens Council, Inc., Lebanon, NH
Responsibilities: Under the general direction of the Executive Director, oversees the accounting, budget, financial reporting and audit activities of the Grafton County Senior Citizens Council. Financial Software used: QuickBooks

1992-2009 Finance Manager
2005 –2009

Vermont Public Transportation Association, White River Jct., VT
Responsibilities: Oversee a modular fund accounting system covering a budget in excess of $10 million subject to governmental audit standards. Perform all duties necessary from daily entries into subsidiary ledgers to analyze and provide monthly financial statements to the Board. Modules included Accounts Payable, Accounts Receivable, Payroll and General Ledger. Financial Software used: Microsoft Great Plains Dynamics. Coordinate and execute the closing of the current office with the current ongoing demands of business.

Medicaid Program Coordinator
1997 – 2005

Responsibilities: Oversee the Medicaid Program. Research and compile data as requested by Executive Director, Board of Directors, and State Officials. Develop new software with computer consultant for reconciling and reporting statistical data in a progressive manner. Answer Medicaid/Reach Up questions from Brokers, drivers and clients. Seek approval from Medicaid for Client's out-of-state trips, and mediate conflicts between the aforementioned parties. Bill Ladies First Program for trips provided by Brokers, update statistical data and provide data needed for contract renegotiation. Reconcile month's end financial accounts in Accounts Receivable, Accounts Payable, and analyze financial data for Finance Manager as requested. Back up to Finance Manager. Financial Software used: Real World and Microsoft Great Plains Dynamics.

Medicaid Assistant
1992 – 1997

Responsibilities: Reconcile Medicaid Remittance Advice from Electronic Data Systems (EDS) to each Broker's Program Reports and prepare documentation for payment. Bill Reach Up trips and assist in the payment process of bills. Enter and compile monthly statistical reports for billed Medicaid and Reach Up trips for Brokers. Maintain backup files for Medicaid/Reach Up Program.

Accounts Payable
1988 – 1989

The Hitchcock Clinic, Hanover, NH
Responsibilities: Match incoming invoices and purchase orders. Code and data entry of invoices for payment and general ledger distribution. Proof voucher printouts, issuance of checks, disbursement registers, and resolution of problems with patients and vendors.

EDUCATION

Plymouth State College, Plymouth, N.H., B.S. Business Administration, Accounting, 1978
Lebanon College, Lebanon, N.H., Computer Certificate Program, 1992

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kathleen Vasconcelos	EXECUTIVE DIRECTOR	88,004.80	84.37%	74,249.65
Michael King	ASSOCIATE DIRECTOR	55,182.40	84.75%	46,767.08
Carole Zangla *	ASSOCIATE DIRECTOR	53,019.20	20.00%	10,603.84
Betsey Cheney	SENIOR ACCOUNTANT	53,019.20	84.75%	44,933.77

* The Associate Director works 80% for Littleton Area Senior Center and 20% for Administration.

23 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301-3587
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 2, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $8,597,592 from $17,667,902 to an amount not to exceed $26,265,494 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, **retroactive** to July 1, 2017 effective upon Governor and Executive Council. The original agreements were approved by Governor and Executive Council on December 21, 2016 (Item # 15) and the contract with Rockingham Nutrition Meals on Wheels was amended on June 7, 2017 (Item #13). 43% General Funds/ 57% Federal Funds.

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757	$1,491,912	$4,557,669
Community Action Partnership of Strafford County	177200	Dover	$69,513	$33,780	$103,293
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629	$91,665	$280,294
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814	$1,151,539	$3,518,353
Greater Wakefield Resource Center	158408	Union	$30,800	$14,992	$45,792
Lamprey Health Care	177677	Newmarket	$118,560	$57,579	$176,139
Newport Senior Center	177250	Newport	$1,272,754	$619,398	$1,892,152
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279	$363,251	$1,109,530

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064	$1,396,238	$4,265,302
Southwestern Community Services	177511	Keene	$117,031	$56,890	$173,921
St Joseph Community Services	155093	Merrimack	$2,999,190	$1,459,761	$4,458,951
Strafford Nutrition MOW	260818	Somersworth	$774,098	$376,787	$1,150,885
The Gibson Center for Senior Services	155344	North Conway	$506,402	$246,440	$752,842
Tri-County Community Action Program	177195	Berlin	$1,403,957	$683,006	$2,086,963
VNA at HCS	177274	Keene, NH	$1,139,054	$554,354	$1,693,408
		Total:	**$17,667,902**	**$8,597,592**	**$26,265,494**

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated in each year of the biennium (State Fiscal Years 2018 and 2019) a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services in HB144. The Department is amending the contracts to increase the per meal and per client per date transportation rates. The purpose of this request is to increase the price limitation and extend the completion date in order for the vendors to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will

prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services.

These contracts were selected through a competitive bid process. Sixteen (16) agreements were originally approved by the Governor and Executive Council, one (1) of which (City of Nashua) will be put before the Governor and Executive Council at a later date.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement includes the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for nine (9) months, leaving an additional one (1) year and three (3) months of renewal.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates paid for Nutrition and Transportation Services, and its inclusion of funding in the current biennium to support these increases will be unfulfilled.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,

Christine L. Santaniello
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,614.60		$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50		$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50		$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20	$12,514.04	$261,743.24
541-500383	Meals - Congregate	2018	$327,189.50	$16,656.92	$343,846.42
544-500386	Meals - Home Delivered	2018	$669,515.00	$34,084.40	$703,599.40
512-500352	Transportation of Clients	2019	$62,307.30	$199,435.94	$261,743.24
541-500383	Meals - Congregate	2019	$81,796.00	$262,050.42	$343,846.42
544-500386	Meals - Home Delivered	2019	$167,381.50	$536,217.90	$703,599.40
		Subtotal	***$2,180,388.10***	***$1,060,959.62***	***$3,241,347.72***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,893.80		$53,893.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$107,787.60	$5,412.12	$113,199.72
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$26,946.90	$86,252.82	$113,199.72
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,845.40		$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00		$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50		$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10	$1,288.77	$26,955.87
541-500383	Meals - Congregate	2018	$93,500.00	$4,760.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$130,795.50	$6,658.68	$137,454.18
512-500352	Transportation of Clients	2019	$6,422.70	$20,533.17	$26,955.87
541-500383	Meals - Congregate	2019	$23,375.00	$74,885.00	$98,260.00
544-500386	Meals - Home Delivered	2019	$32,697.50	$104,756.68	$137,454.18
		Subtotal	***$437,453.70***	***$212,882.30***	***$650,336.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,129.90		$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50		$187,621.50
544-500386	Meals - Home Delivered	2017	$161,073.00		$161,073.00
512-500352	Transportation of Clients	2018	$366,236.10	$18,389.07	$384,625.17
541-500383	Meals - Congregate	2018	$375,243.00	$19,103.28	$394,346.28
544-500386	Meals - Home Delivered	2018	$322,146.00	$16,400.16	$338,546.16
512-500352	Transportation of Clients	2019	$91,553.10	$293,072.07	$384,625.17
541-500383	Meals - Congregate	2019	$93,813.50	$300,532.78	$394,346.28
544-500386	Meals - Home Delivered	2019	$80,536.50	$258,009.66	$338,546.16
		Subtotal	***$1,861,352.60***	***$905,507.02***	***$2,766,859.62***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			
541-500383	Meals - Congregate	2017	$8,800.00		$8,800.00
544-500386	Meals - Home Delivered	2017			
512-500352	Transportation of Clients	2018			
541-500383	Meals - Congregate	2018	$17,600.00	$896.00	$18,496.00
544-500386	Meals - Home Delivered	2018			
512-500352	Transportation of Clients	2019			
541-500383	Meals - Congregate	2019	$4,400.00	$14,096.00	$18,496.00
544-500386	Meals - Home Delivered	2019			
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,872.80		$33,872.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$67,745.60	$3,387.28	$71,132.88
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,941.60	$54,191.28	$71,132.88
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.80		$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00		$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50		$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60	$3,888.92	$81,340.52
541-500383	Meals - Congregate	2018	$160,726.50	$8,182.44	$168,908.94
544-500386	Meals - Home Delivered	2018	$249,909.00	$12,722.64	$262,631.64
512-500352	Transportation of Clients	2019	$19,362.90	$61,977.62	$81,340.52
541-500383	Meals - Congregate	2019	$40,183.00	$128,725.94	$168,908.94
544-500386	Meals - Home Delivered	2019	$62,480.00	$200,151.64	$262,631.64
		Subtotal	***$854,159.30***	***$415,649.20***	***$1,269,808.50***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$62,777.00		$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50		$71,857.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$125,554.00	$6,391.84	$131,945.84
544-500386	Meals - Home Delivered	2018	$143,715.00	$7,316.40	$151,031.40
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$31,388.50	$100,557.34	$131,945.84
544-500386	Meals - Home Delivered	2019	$35,931.50	$115,099.90	$151,031.40
		Subtotal	***$471,223.50***	***$229,365.48***	***$700,588.98***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,844.00		$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00		$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00		$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60	$9,104.25	$190,781.85
541-500383	Meals - Congregate	2018	$247,500.00	$12,600.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$663,674.00	$33,787.04	$697,461.04
512-500352	Transportation of Clients	2019	$45,416.80	$145,365.05	$190,781.85
541-500383	Meals - Congregate	2019	$61,875.00	$198,225.00	$260,100.00
544-500386	Meals - Home Delivered	2019	$165,918.50	$531,542.54	$697,461.04
		Subtotal	***$1,912,492.90***	***$930,623.88***	***$2,843,116.78***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,001.60		$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50		$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00		$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80	$2,499.64	$52,492.44
541-500383	Meals - Congregate	2018	$317,075.00	($116,798.00)	$200,277.00
544-500386	Meals - Home Delivered	2018	$981,794.00	$182,922.24	$1,164,716.24
512-500352	Transportation of Clients	2019	$12,500.80	$39,991.64	$52,492.44
541-500383	Meals - Congregate	2019	$79,271.50	$121,005.50	$200,277.00
544-500386	Meals - Home Delivered	2019	$245,448.50	$919,267.74	$1,164,716.24
		Subtotal	***$2,360,518.70***	***$1,148,888.76***	***$3,509,407.46***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,440.70		$33,440.70
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$66,881.40	$3,358.18	$70,239.58
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,708.50	$53,531.08	$70,239.58
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,860.60		$19,860.60
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$39,721.20	$1,994.44	$41,715.64
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$9,930.30	$31,785.34	$41,715.64
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$27,973.00		$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50		$129,233.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$55,940.50	$2,847.88	$58,788.38
544-500386	Meals - Home Delivered	2018	$258,467.00	$13,158.32	$271,625.32
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$13,986.50	$44,801.88	$58,788.38
544-500386	Meals - Home Delivered	2019	$64,619.50	$207,005.82	$271,625.32
		Subtotal	***$550,220.00***	***$267,813.90***	***$818,033.90***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00		$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00		$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00		$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00	$10,249.00	$215,229.00
541-500383	Meals - Congregate	2018	$155,732.50	$7,928.20	$163,660.70
544-500386	Meals - Home Delivered	2018	$305,140.00	$15,534.40	$320,674.40
512-500352	Transportation of Clients	2019	$51,245.00	$163,984.00	$215,229.00
541-500383	Meals - Congregate	2019	$38,934.50	$124,726.20	$163,660.70
544-500386	Meals - Home Delivered	2019	$76,285.00	$244,389.40	$320,674.40
		Subtotal	***$1,165,246.00***	***$566,811.20***	***$1,732,057.20***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.10		$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50		$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00		$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50	$2,909.55	$60,856.05
541-500383	Meals - Congregate	2018	$146,547.50	$7,460.60	$154,008.10
544-500386	Meals - Home Delivered	2018	$237,484.50	$12,090.12	$249,574.62
512-500352	Transportation of Clients	2019	$14,480.70	$46,375.35	$60,856.05
541-500383	Meals - Congregate	2019	$36,635.50	$117,372.60	$154,008.10
544-500386	Meals - Home Delivered	2019	$59,372.50	$190,202.12	$249,574.62
		Subtotal	***$773,473.80***	***$376,410.34***	***$1,149,884.14***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
		Subtotal	***$13,091,059.60***	***$6,369,816.24***	***$19,460,875.84***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50		$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00	$25,756.08	$531,679.08
544-500386	Meals Home Delivered	2019	$126,483.50	$405,195.58	$531,679.08
		Subtotal	***$885,368.00***	***$430,951.66***	***$1,316,319.66***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00		$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50	$2,005.64	$41,402.14
544-500386	Meals Home Delivered	2019	$9,850.50	$31,551.64	$41,402.14
		Subtotal	***$68,948.00***	***$33,557.28***	***$102,505.28***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00		$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50	$14,704.20	$303,536.70
544-500386	Meals Home Delivered	2019	$72,209.50	$231,327.20	$303,536.70
		Subtotal	***$505,461.00***	***$246,031.40***	***$751,492.40***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50		$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00	$12,177.20	$251,372.20
544-500386	Meals Home Delivered	2019	$59,801.50	$191,570.70	$251,372.20
		Subtotal	***$418,594.00***	***$203,747.90***	***$622,341.90***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50		$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50	$8,001.56	$165,175.06
544-500386	Meals Home Delivered	2019	$39,292.00	$125,883.06	$165,175.06
		Subtotal	***$275,055.00***	***$133,884.62***	***$408,939.62***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00		$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00	$27,827.52	$574,439.52
544-500386	Meals Home Delivered	2019	$136,653.00	$437,786.52	$574,439.52
		Subtotal	***$956,571.00***	***$465,614.04***	***$1,422,185.04***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00		$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50	$18,579.40	$383,531.90
544-500386	Meals Home Delivered	2019	$91,239.50	$292,292.40	$383,531.90
		Subtotal	***$638,671.00***	***$310,871.80***	***$949,542.80***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00		$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00	$6,512.80	$134,442.80
544-500386	Meals Home Delivered	2019	$31,982.50	$102,460.30	$134,442.80
		Subtotal	***$223,877.50***	***$108,973.10***	***$332,850.60***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50		$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50	$6,944.28	$143,349.78
544-500386	Meals Home Delivered	2019	$34,100.00	$109,249.78	$143,349.78
		Subtotal	***$238,711.00***	***$116,194.06***	***$354,905.06***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50		$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00	$10,634.96	$219,535.96
544-500386	Meals Home Delivered	2019	$52,228.00	$167,307.96	$219,535.96
		Subtotal	***$365,579.50***	***$177,942.92***	***$543,522.42***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Subtotal	***$4,576,836.00***	***$2,227,768.78***	***$6,804,604.78***

Summary by Vendor by Year

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,931.10	$0.00	$875,931.10
		2018	$1,751,856.70	$89,011.44	$1,840,868.14
		2019	$437,968.30	$1,402,899.84	$1,840,868.14
		Subtotal	***$3,065,756.10***	***$1,491,911.28***	***$4,557,667.38***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,893.80	$0.00	$53,893.80
		2018	$107,787.60	$5,412.12	$113,199.72
		2019	$26,946.90	$86,252.82	$113,199.72
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,696.90	$0.00	$144,696.90
		2018	$289,359.10	$14,713.09	$304,072.19
		2019	$72,345.70	$231,726.49	$304,072.19
		Subtotal	***$506,401.70***	***$246,439.58***	***$752,841.28***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,243.40	$0.00	$676,243.40
		2018	$1,352,457.60	$68,596.71	$1,421,054.31
		2019	$338,112.60	$1,082,941.71	$1,421,054.31
		Subtotal	***$2,366,813.60***	***$1,151,538.42***	***$3,518,352.02***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$17,600.00	$896.00	$18,496.00
		2019	$4,400.00	$14,096.00	$18,496.00
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,872.80	$0.00	$33,872.80
		2018	$67,745.60	$3,387.28	$71,132.88
		2019	$16,941.60	$54,191.28	$71,132.88
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,643.80		$363,643.80
		2018	$727,282.10	$36,971.20	$764,253.30
		2019	$181,827.40	$582,425.90	$764,253.30
		Subtotal	***$1,272,753.30***	***$619,397.10***	***$1,892,150.40***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,224.00	$0.00	$213,224.00
		2018	$426,442.50	$21,709.80	$448,152.30
		2019	$106,612.00	$341,540.30	$448,152.30
		Subtotal	***$746,278.50***	***$363,250.10***	***$1,109,528.60***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,737.00	$0.00	$819,737.00
		2018	$1,639,463.60	$83,318.81	$1,722,782.41
		2019	$409,863.30	$1,312,919.11	$1,722,782.41
		Subtotal	***$2,869,063.90***	***$1,396,237.92***	***$4,265,301.82***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$856,915.10	$0.00	$856,915.10
		2018	$1,713,814.30	$87,203.28	$1,801,017.58
		2019	$428,460.30	$1,372,557.28	$1,801,017.58
		Subtotal	***$2,999,189.70***	***$1,459,760.56***	***$4,458,950.26***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,440.70	$0.00	$33,440.70
		2018	$66,881.40	$3,358.18	$70,239.58
		2019	$16,708.50	$53,531.08	$70,239.58
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,860.60	$0.00	$19,860.60
		2018	$39,721.20	$1,994.44	$41,715.64
		2019	$9,930.30	$31,785.34	$41,715.64
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,171.50	$0.00	$221,171.50
		2018	$442,337.50	$22,519.00	$464,856.50
		2019	$110,588.50	$354,268.00	$464,856.50
		Subtotal	***$774,097.50***	***$376,787.00***	***$1,150,884.50***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,134.50	$0.00	$401,134.50
		2018	$802,258.00	$40,655.88	$842,913.88
		2019	$200,564.50	$642,349.38	$842,913.88
		Subtotal	***$1,403,957.00***	***$683,005.26***	***$2,086,962.26***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,457.10	$0.00	$325,457.10
		2018	$650,879.50	$33,095.23	$683,974.73
		2019	$162,716.70	$521,258.03	$683,974.73
		Subtotal	***$1,139,053.30***	***$554,353.26***	***$1,693,406.56***

Summary for All Vendors by Year

		SFY	Current Budget	(Decrease)	Modified Budget
		2017	$5,048,022.30	$0.00	$5,048,022.30
		2018	$10,095,886.70	$512,842.46	$10,608,729.16
		2019	$2,523,986.60	$8,084,742.56	$10,608,729.16
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
7872-541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
7872-512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
7872-541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
7872-512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
7872-541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
9255-544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
9255-544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
9255-544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

7872-512-500352	Transportation of Clients	all	$2,616,837.60	$1,271,490.62	$3,888,328.22
7872-541-500383	Meals - Congregate	all	$3,539,585.50	$1,457,007.82	$4,996,593.32
7872-544-500386	Meals - Home Delivered	all	$6,934,636.50	$3,641,317.80	$10,575,954.30
9255-544-500386	Meals Home Delivered	all	$4,576,836.00	$2,227,768.78	$6,804,604.78
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Grand Total SFY17	2017	**$5,048,022.30**	**$0.00**	**$5,048,022.30**
Grand Total SFY18	2018	**$10,095,886.70**	**$512,842.46**	**$10,608,729.16**
Grand Total SFY19	2019	**$2,523,986.60**	**$8,084,742.56**	**$10,608,729.16**
Total Contract		**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated this 2nd day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County Senior Citizens Council, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 10 Campbell Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, 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; and

WHEREAS, the parties agree to increase the service rates, extend the completion date, and increase the price limitation;

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

1. Amend General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. Amend General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $1,151,539 from $2,366,814 to read $3,518,353.
3. Amend General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Delete Exhibit B-1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #1, Rate Sheet.
6. Add Attachment A – Amendment #1, Attestation.

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

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

State of New Hampshire
Department of Health and Human Services

11/14/17
Date

Christine L. Santaniello
Director

Grafton County Senior Citizens Council, Inc.

11-2-2017
Date

Name: Roberta J. Berner
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Grafton on November 2nd 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Betsey L. Cheney
Signature of Notary Public or Justice of the Peace

Betsey L. Cheney Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: BETSEY L. CHENEY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires June 19, 2018

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

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date

Name: Megan A. Lapolla
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	26,258	$5.50	$ 144,419.00
Title IIIC HD Meals	Per Meal	29,286	$5.50	$ 161,073.00
Title IIIC Cong Meals	Per Meal	34,113	$5.50	$ 187,621.50
Title IIIB Transportation	PerClient/PerDay	7,727	$23.70	$ 183,129.90
			Subtotal	*$ 676,243.40*

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	52,515	$5.78	$ 303,536.70
Title IIIC HD Meals	Per Meal	58,572	$5.78	$ 338,546.16
Title IIIC Cong Meals	Per Meal	68,226	$5.78	$ 394,346.28
Title IIIB Transportation	PerClient/PerDay	15,453	$24.89	$ 384,625.17
			Subtotal	*$ 1,421,054.31*

7/1/2018 through 6/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	52,515	$5.78	$ 303,536.70
Title IIIC HD Meals	Per Meal	58,572	$5.78	$ 338,546.16
Title IIIC Cong Meals	Per Meal	68,226	$5.78	$ 394,346.28
Title IIIB Transportation	PerClient/PerDay	15,453	$24.89	$ 384,625.17
			Subtotal	*$ 1,421,054.31*
			Total	$ 3,518,352.02

Contractor Initials: RJB

Date: 11-2-17

Attachment A – Amendment #1

ATTESTATION

For Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit (per diem or per meal) rates or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the agency named below, I certify that the agency named below will use the increase in funding exclusively to increase service unit rates for the administration of the services listed on Exhibit B-1 - Amendment #1, Rate Sheet and that the state may request an audit of our records to confirm the same.

Roberta J. Berner, Executive Director, Grafton County Senior Citizens Council, Inc.

Name, Title, and Agency Name

Roberta J. Berner

Signature

11-2-2017

Date

15 mac

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

November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed $17,667,902 effective January 1, 2017, or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814
Greater Wakefield Resource Center	TBD	Union	$30,800
Lamprey Health Care	177677	Newmarket	$118,560
Newport Senior Center	177250	Newport	$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064
St Joseph Community Services	155093	Merrimack	$2,999,190
Strafford Nutrition MOW	260818	Somersworth	$774,098
Southwestern Community Services	TBD	Keene	$117,031
The Gibson Center for Senior Services	155344	North Conway	$506,402
Tri-County Community Action Program	TBD	Berlin	$1,403,957
VNA at HCS	177274	Keene, NH	$1,139,054
		Total:	$17,667,902

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

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

Nutrition and Transportation Services
RFA Name

RFA-2017-BEAS-06-NUTRI
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. CAP Belknap-Merrimack Counties, Inc.		150	150
2. CAP Strafford County		150	105
3. Easter Seals NH		150	142
4. Grafton County Senior Citizens Council, Inc.		150	150
5. Greater Wakefield Resource Center		150	105
6. Lamprey Health Care		150	150
7. Nashua Transit System		150	135
8. Newport Senior Center, Inc.		150	130
9. Ossipee Concerned Citizens, Inc.		150	125
10. Rockingham Nutrition Meals on Wheels		150	150
11. St. Joseph Community Services, Inc.		150	145

Reviewer Names
1. Tracey Tarr, Administrator II, Elderly & Adult Srvcs, DHHS
2. Jean Crouch, Supervisor VII, DEAS
3. Wendy Aultman, Administrator I DEAS
4.
5.
6.
7.
8.
9.

12. Strafford Nutrition Meals on Wheels		150	135
13. The Gibson Center for Senior Services, Inc		150	150
14. Tri County CAP, Inc.		150	150
15. VNA at HCS		150	130
16. Southwestern Community Services		150	120
17. 0		150	0
18. 0		150	0
19. 0		150	0
20. 0		150	0

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20
541-500383	Meals - Congregate	2018	$327,189.50
544-500386	Meals - Home Delivered	2018	$669,515.00
512-500352	Transportation of Clients	2019	$62,307.30
541-500383	Meals - Congregate	2019	$81,796.00
544-500386	Meals - Home Delivered	2019	$167,381.50
		Subtotal	$2,180,388.10

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$53,893.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$107,787.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10
541-500383	Meals - Congregate	2018	$93,500.00
544-500386	Meals - Home Delivered	2018	$130,795.50
512-500352	Transportation of Clients	2019	$6,422.70
541-500383	Meals - Congregate	2019	$23,375.00
544-500386	Meals - Home Delivered	2019	$32,697.50
		Subtotal	$437,453.70

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	[illegible]
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	[illegible]
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$1,861,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$0.00
541-500383	Meals - Congregate	2017	$8,800.00
544-500386	Meals - Home Delivered	2017	$0.00
512-500352	Transportation of Clients	2018	$0.00
541-500383	Meals - Congregate	2018	$17,600.00
544-500386	Meals - Home Delivered	2018	$0.00
512-500352	Transportation of Clients	2019	$0.00
541-500383	Meals - Congregate	2019	$4,400.00
544-500386	Meals - Home Delivered	2019	$0.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$33,872.80
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	$67,745.60
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	[illegible]
512-500352	Transportation of Clients	2019	$16,941.60
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50
512-500352	Transportation of Clients	2018	$27,451.80
541-500383	Meals - Congregate	2018	$160,726.50
544-500386	Meals - Home Delivered	2018	$249,909.00
512-500352	Transportation of Clients	2019	$10,362.90
541-500383	Meals - Congregate	2019	$40,183.00
544-500386	Meals - Home Delivered	2019	$62,480.00
		Subtotal	$854,159.30

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	[illegible]
541-500383	Meals - Congregate	2017	$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	$125,554.00
544-500386	Meals - Home Delivered	2018	$143,715.00
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	$31,388.50
544-500386	Meals - Home Delivered	2019	$35,931.50
		Subtotal	$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60
541-500383	Meals - Congregate	2018	$247,500.00
544-500386	Meals - Home Delivered	2018	$663,674.00
512-500352	Transportation of Clients	2019	$45,416.80
541-500383	Meals - Congregate	2019	$61,875.00
544-500386	Meals - Home Delivered	2019	$165,918.50
		Subtotal	$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80
541-500383	Meals - Congregate	2018	$317,075.00
544-500386	Meals - Home Delivered	2018	$981,794.00
512-500352	Transportation of Clients	2019	$12,500.80
541-500383	Meals - Congregate	2019	$79,271.50
544-500386	Meals - Home Delivered	2019	$245,448.50
		Subtotal	$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$33,440.70
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$66,881.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,708.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$19,860.60
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$55,940.50
544-500386	Meals - Home Delivered	2018	$258,467.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$13,986.50
544-500386	Meals - Home Delivered	2019	$64,619.50
		Subtotal	$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00
544-500386	Meals - Home Delivered	2017	$352,570.00
512-500352	Transportation of Clients	2018	$204,980.00
541-500383	Meals - Congregate	2018	$155,732.50
544-500386	Meals - Home Delivered	2018	$705,140.00
512-500352	Transportation of Clients	2019	$51,245.00
541-500383	Meals - Congregate	2019	$38,934.50
544-500386	Meals - Home Delivered	2019	$176,285.00
		Subtotal	$1,165,246.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50
544-500386	Meals - Home Delivered	2017	$318,745.00
512-500352	Transportation of Clients	2018	$57,946.50
541-500383	Meals - Congregate	2018	$146,547.50
544-500386	Meals - Home Delivered	2018	$237,484.50
512-500352	Transportation of Clients	2019	$14,480.70
541-500383	Meals - Congregate	2019	$36,635.50
544-500386	Meals - Home Delivered	2019	$59,372.50
		Subtotal	$773,473.80

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70
541-500383	Meals - Congregate	2018	$2,022,608.50
544-500386	Meals - Home Delivered	2018	$3,962,840.00
512-500352	Transportation of Clients	2019	$373,816.60

541-500383	Meals - Congregate	2019	$505,659.00
544-500386	Meals - Home Delivered	2019	$990,671.00
		Subtotal	$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00
544-500386	Meals Home Delivered	2019	$126,483.50
		Subtotal	$885,368.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50
544-500386	Meals Home Delivered	2019	$9,850.50
		Subtotal	$68,948.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50
544-500386	Meals Home Delivered	2019	$72,209.50
		Subtotal	$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00
544-500386	Meals Home Delivered	2019	$59,801.50
		Subtotal	$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50
544-500386	Meals Home Delivered	2019	$39,292.00
		Subtotal	$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00
544-500386	Meals Home Delivered	2019	$136,653.00
		Subtotal	$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50
544-500386	Meals Home Delivered	2019	$91,239.50
		Subtotal	$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00
544-500386	Meals Home Delivered	2019	$31,982.50
		Subtotal	$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50
544-500386	Meals Home Delivered	2019	$34,100.00
		Subtotal	$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00
544-500386	Meals Home Delivered	2019	$52,228.00
		Subtotal	$365,579.50

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50
544-500386	Meals Home Delivered	2019	$653,840.00
		Subtotal	$4,576,836.00

Summary by Vendor by Year

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

		State Fiscal Year	Current Modified Budget
		2017	$875,931.10
		2018	$1,751,856.70
		2019	$437,968.30
		Subtotal	$3,065,756.10

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

		State Fiscal Year	Current Modified Budget
		2017	$53,893.80
		2018	$107,787.60
		2019	$26,946.90
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget
		2017	$144,696.90
		2018	$289,359.10
		2019	$72,345.70
		Subtotal	$506,401.70

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

		State Fiscal Year	Current Modified Budget
		2017	$676,243.40
		2018	$1,352,457.60
		2019	$338,112.60
		Subtotal	$2,366,813.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		State Fiscal Year	Current Modified Budget
		2017	$8,800.00
		2018	$17,600.00
		2019	$4,400.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget
		2017	$33,872.80
		2018	$67,745.60
		2019	$16,941.60
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget
		2017	$363,643.80
		2018	$727,282.10
		2019	$181,827.40
		Subtotal	$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget
		2017	$213,224.00
		2018	$426,442.50
		2019	$106,612.00
		Subtotal	$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget
		2017	$819,737.00
		2018	$1,639,463.60
		2019	$409,863.30
		Subtotal	$2,869,063.90

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget
		2017	$856,915.10
		2018	$1,713,814.30
		2019	$428,460.30
		Subtotal	$2,999,189.70

Southwestern Community Services (Vendor #177511)

		State Fiscal Year	Current Modified Budget
		2017	$33,440.70
		2018	$66,881.40
		2019	$16,708.50
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget
		2017	$19,860.60
		2018	$39,721.20
		2019	$9,930.30
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget

		2017	$221,171.50
		2018	$442,337.50
		2019	$110,588.50
		Subtotal	$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	$401,134.50
		2018	$802,258.00
		2019	$200,564.50
		Subtotal	$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	$325,457.10
		2018	$650,879.50
		2019	$162,716.70
		Subtotal	$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	$5,048,022.30
		2018	$10,095,886.70
		2019	$2,523,986.60
		Subtotal	$17,667,895.60

FORM NUMBER P-37 (version 5/8/15)

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-05)

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Grafton County Senior Citizens Council, Inc.		1.4 Contractor Address 10 Campbell Street PO Box 433 Lebanon, NH 03766	
1.5 Contractor Phone Number 603-448-4897	1.6 Account Number 05-095-48-481010-92550000 05-095-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $2,366,814
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Roberta J. Berner		1.12 Name and Title of Contractor Signatory Roberta J. Berner, Executive Director	

1.13 Acknowledgement: State of NH, County of Grafton

On 12/2/16, 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: Betsey L. Cheney

[Seal]

BETSEY L. CHENEY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires June 19, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Maureen Ryan Date: 12/6/16	1.15 Name and Title of State Agency Signatory Maureen Ryan Director

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: Thomas Brodeur On: 12/5/16

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

Contractor Initials KJB
Date 12-2-16

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 $1,000,000per 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.

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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.

Contractor Initials RJB
Date 12-2-16

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. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the services areas listed in Exhibit A-1.

1.4. The Contractor agrees that services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).

1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.

2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:

2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.

2.1.3.2. Provide transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).

2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order

2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:

2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.

2.1.4.2. Provide transportation services based on a fixed route schedule defined by the Contractor.

2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.

2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3. Administration of Services

3.1. Access to Services

3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.

3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:

3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.

3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.

3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during

the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.

3.3.4. The Contractor shall re-determine client eligibility for services in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.

3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

3.4. Client Assessments and Service Plans

3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health, or developmental issues or criminal histories.

3.5. Person Centered Provision of Services

3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:

3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.

3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.

3.5.1.4. Individuals receive the information he/she needs to make informed decisions.

3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.

3.5.1.7. Individuals' rights are affirmed and protected.

3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.

3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

3.6.1.4. Agrees not to bill or invoice clients and/or their families.

3.6.1.5. Agrees that all donations support the program for which donations were given.

3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.

3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.

3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

3.6.2.4. Agrees that all fees support the program for which donations were given.

3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.

3.7. Adult Protection Services

3.7.1. The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.

3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

3.7.4. The Contractor agrees that the payment received from 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 such as in Section 1.3.4, from the individual for those services.

3.8. Referring Clients to Other Services

3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.

3.9. Client Wait Lists

3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

3.9.3. The Contractor shall include at a minimum the following information on its wait list:

3.9.3.1. The individual's full name and date of birth.

3.9.3.2. The name of the service being requested.

3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

3.9.3.5. 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.

3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.

3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

3.9.4.2. Declining mental or physical health of the caregiver.

3.9.4.3. Declining mental or physical health of the individual.

3.9.4.4. Individual has no respite services while living with a caregiver.

3.9.4.5. Length of time on the wait list.

3.9.4.6. 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.

3.9.4.7. 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.

3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

3.10. Criminal Background Check and BEAS State Registry Checks

3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving

services, before the staff member or volunteer begins providing services.

3.10.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

3.11. Grievance and Appeals

3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client.

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent

disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.

4. Staffing

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

4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.

4.1.2. 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.

4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:

4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.

4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.

4.1.5.3. A description of time frames necessary for obtaining staff replacements.

4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.

5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

5.1.1.1. The number of clients served by town and in the aggregate;

5.1.1.2. Total amount of donations collected.

5.1.1.3. Expenses by program service provided.

5.1.1.4. Revenue, by program service provided, by funding source.

5.1.1.5. Total amount of donation and/or fees collected from all individuals.

5.1.1.6. Actual Units served, by program service provided, by funding source.

5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.

5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.

5.1.1.9. Unmet need/waiting list.

5.1.1.10. Lengths of time clients are on a waiting list.

5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.

5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:

5.1.3.1. For home-delivered meals:

5.1.3.1.1. The number of meals served by client and by town.

5.1.3.1.2. The number of meals served in the aggregate; and

5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.

5.1.3.2. For transportation:

5.1.3.2.1. The number of clients served by town and in the aggregate;

5.1.3.2.2. The number of miles in the aggregate;

5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.

6. Performance Measures

6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:

6.1.1. All clients served meet eligibility requirements;

6.1.2. The contractor identified, located and served the people who need and could benefit from services.

6.1.3. The contractor determined and redetermined accurate and timely eligibility

6.1.4. Clients receive services in accordance with their needs.

6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

6.2.1.1. Data

6.2.1.2. Financial records

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

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

6.2.1.5. Scheduled phone access to Contractor principals and staff

6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.

Service Area

The Contractor shall provide services described in Exhibit A, Scope of Services, in accordance with the rates in Exhibit B-1, Rate Sheet, to eligible individuals in the following cities/towns/counties.

Service	Location	Location
Transportation	Grafton County (All towns)	Plainfield (Sullivan County)
Home Delivered Meals	Grafton County (All towns)	Plainfield (Sullivan County)
Congregate Meals	Grafton County (All towns)	Plainfield (Sullivan County)

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with federal funds. Availability of federal funds is contingent upon meeting the requirements outlined in the:
   - Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3CM, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3HD, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2
   - Catalog of Federal Domestic Assistance #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
   4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
   4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
   4.3. Invoices shall be submitted to:

   Bureau of Elderly and Adult Services Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.

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 the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	29,286	$5.50	$ 161,073.00
Title IIIC Cong Meals	Per Meal	34,113	$5.50	$ 187,621.50
Title XX HD Meals	Per Meal	26,258	$5.50	$ 144,419.00
Title IIIB Transportation	PerClient/PerDay	7,727	$23.70	$ 183,129.90

7/1/2017 through 06/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	58,572	$5.50	$ 322,146.00
Title IIIC Cong Meals	Per Meal	68,226	$5.50	$ 375,243.00
Title XX HD Meals	Per Meal	52,515	$5.50	$ 288,832.50
Title IIIB Transportation	PerClient/PerDay	15,453	$23.70	$ 366,236.10

7/1/2018 through 09/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	14,643	$5.50	$ 80,536.50
Title IIIC Cong Meals	Per Meal	17,057	$5.50	$ 93,813.50
Title XX HD Meals	Per Meal	13,129	$5.50	$ 72,209.50
Title IIIB Transportation	PerClient/PerDay	3,863	$23.70	$ 91,553.10

Contractor Initials: RJB

Date: 12-2-16

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.

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 Division 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)

Attached

Check ☐ If there are workplaces on file that are not identified here.

Contractor Name: Grafton County Senior Citizens Council, Inc.

12-2-2016
Date

Roberta J. Berner
Name: Roberta J. Berner
Title: Executive Director

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-I.)

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

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

Contractor Name: Grafton County Senior Citizens Council, Inc.

12-2-2016
Date

Roberta J. Berner
Name: Roberta J. Berner
Title: Executive Director

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: Grafton County Senior Citizens Council, Inc.

12-2-2016
Date

Roberta J. Berner
Name: Roberta J. Berner
Title: Executive Director

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.

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

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

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

Contractor Name: Grafton County Senior Citizens Council, Inc.

12-2-2016
Date

Roberta J. Berner
Name: Roberta J. Berner
Title: Executive Director

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: Grafton County Senior Citizens Council, Inc.

12-2-2016
Date

Roberta J. Berner
Name: Roberta J. Berner
Title: Executive Director

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

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	Grafton County Senior Citizens Council, Inc. Name of the Contractor
Maureen Ryan Signature of Authorized Representative	Roberta J. Berner Signature of Authorized Representative
Maureen Ryan Name of Authorized Representative	Roberta J. Berner Name of Authorized Representative
Director, OHS Title of Authorized Representative	Executive Director Title of Authorized Representative
12/6/16 Date	12-2-2016 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: Grafton County Senior Citizens Council, Inc.

12-2-2016
Date

Roberta J. Berner
Name: Roberta J. Berner
Title: Executive Director

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: 02 8Y 11510

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Nutrition and Transportation Contract

This 2nd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated this 26th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Wakefield Resource Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 254 Main Street, Union, NH 03887.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), as amended on December 20, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the services rates, and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $65,696.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan White, Director of Contracts and Procurement.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit B-1 Amendment #1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #2, Rate Sheet.

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

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

State of New Hampshire
Department of Health and Human Services

1/30/19
Date

Name: Christine Santamello
Title: Director, DLTSS

Greater Wakefield Resource Center

1/23/19
Date

Name: VICTOR A. BECKER
Title: CHAIR, BOARD OF DIRECTORS

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Carroll on 1/23/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Angie Nichols
Signature of Notary Public ~~or Justice of the~~ Peace

Angie Nichols Notary
Name and Title of Notary ~~or Justice of the~~ Peace

My Commission Expires: ANGIE M. NICHOLS, Notary Public
State of New Hampshire
My Commission Expires September 7, 2021

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

OFFICE OF THE ATTORNEY GENERAL

1/31/19
Date

Name: Megan A-Yeo
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Rate Sheet
Amendment #2

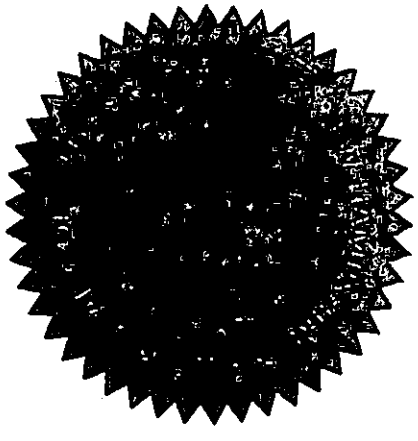
Nutrition and Transportation					
1/1/2017 through 06/30/2017 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service**		**Total Amount of Funding being Requested for each Service**
Title IIIC Cong Meals	Per Meal	1,600	$5.50		$ 8,800.00
			Subtotal		***$ 8,800.00***
7/1/2017 through 06/30/2018 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service**		**Total Amount of Funding being Requested for each Service**
Title IIIC Cong Meals	Per Meal	3,200	$5.78		$ 18,496.00
			Subtotal		***$ 18,496.00***
7/1/2018 through 06/30/2019 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service 7/1/18-12/31/18**	**Rate per Service 1/1/19-6/30/19**	**Total Amount of Funding being Requested for each Service**
Title IIIC Cong Meals	Per Meal	3,200	$5.78	$6.00	$ 19,200.00
			Subtotal		***$ 19,200.00***
7/1/2019 through 06/30/2020 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service**		**Total Amount of Funding being Requested for each Service**
Title IIIC Cong Meals	Per Meal	3,200	$6.00		$ 19,200.00
			Subtotal		***$ 19,200.00***
			Total		**$ 65,696.00**

Contractor Initials: VAB
Date: 1/23/19

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 GREATER WAKEFIELD RESOURCE CENTER, INC. is a New Hampshire nonprofit corporation formed October 31, 1997. 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 14th day of September A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Annette Marshall, 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 Greater Wakefield Resource Center.
(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 January 11, 2019:
(Date)

RESOLVED: That the Board of Directors of the Greater Wakefield Resource Center
(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 23rd day of January, 2019.
(Date Amendment Signed)

4. Victor Becker is the duly elected Chairman
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Annette Marshall
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 23 day of January, 2019,

By Annette Marshall.
(Name of Elected Officer of the Agency)

Angie Nichols
(Notary Public/~~Justice of the Peace~~)

(NOTARY SEAL)

Commission Expires:

ANGIE M. NICHOLS, Notary Public
State of New Hampshire
My Commission Expires September 7, 2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/16/2019

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

PRODUCER	CONTACT NAME: Fairley Kenneally	
E & S Insurance Services LLC	PHONE (A/C, No, Ext): (603) 293-2791	FAX (A/C, No): (603) 293-7188
21 Meadowbrook Lane	E-MAIL ADDRESS: fairley@esinsurance.net	
P O Box 7425	INSURER(S) AFFORDING COVERAGE	NAIC #
Gilford NH 03247-7425	INSURER A : Great American Ins Group	
INSURED	INSURER B : Markel	
Greater Wakefield Resource Center	INSURER C :	
PO Box 96	INSURER D :	
254 Main Street	INSURER E :	
Union NH 03887	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2018 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			MAC2246687-10	06/01/2018	06/01/2019	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	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0097474-10	10/18/2018	10/18/2019	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							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)

CERTIFICATE HOLDER

State of NH, Dept of Health & Human Serv.
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Fairley Kenneally

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Our mission is to provide educational and social services to the communities of Wakefield, Farmington, Brookfield, Middleton and Milton, NH. Our goal is to improve the health, education and employment of the citizens of our communities.

Greater Wakefield Resource Center
Profit & Loss
January through December 2017

	Jan - Dec 17	
Ordinary Income/Expense		
Income		
Direct Public Support		
Individ, Business Contributions	25.00	
Total Direct Public Support		25.00
Government Contracts		
Medicare and Medicaid Payments	-51.39	
Total Government Contracts		-51.39
INCOME		
Beas Congregate	18,595.50	
Beas NSIP	3,028.41	
Donations & Grants		
Harvest Donations	4,210.00	
Meals on Wheels Donations	0.00	
Town Donations	30,500.00	
VFW Donations	550.00	
Donations & Grants - Other	229.00	
Total Donations & Grants	35,489.00	
Hall Rental		
AA Men's Meeting	300.00	
Strings n Things	73.00	
Hall Rental - Other	2,010.00	
Total Hall Rental	2,383.00	
Interest	1.10	
Office Rental		
Gafney Library	3,770.00	
Moose Mt & WaterShed	7,920.00	
Office Rental - Other	86.03	
Total Office Rental	11,776.03	
Senior Meal Fund Raisers		
50/50 Raffle	1,333.50	
Coffee donations	45.97	
Lyman Raffle	1,696.00	
Misc. Donations-Senior Meals	137.52	
Muffins	859.00	
Pastry/Soup Sales	1,485.05	
Short Fall Donations	17.00	
Shot Gun	1,105.00	
Total Senior Meal Fund Raisers	6,679.04	
Senior Meals	9,478.00	
Total INCOME		87,430.08
Special Events Income		523.50
Total Income		87,927.19
Gross Profit		87,927.19
Expense		
2nd Floor - electricity		2,725.35
EXPENSES		
Accountant Fees	1,100.00	
Appliances	104.00	
Bank Service Charge	0.00	
Bingo Supplies	414.11	
Contract Services		

Greater Wakefield Resource Center
Profit & Loss
January through December 2017

	Jan - Dec 17	
Nonemployee Compensation-1099	2,132.00	
Total Contract Services		2,132.00
Fund Raiser Expense		
Harvest Donation Letter Expense	109.96	
Lyman Raffle	500.00	
Meat Raffle-Items Sold at Event	291.00	
Total Fund Raiser Expense		900.96
Gift Expense		334.98
Insurance		
Insurance - Liability, D and O	631.00	
Liability Insurance	2,220.50	
Workmans comp	597.00	
Total Insurance		3,448.50
Kitchen Supplies		234.62
License, Fee's & Subscriptions		
Elevator Inspection Fee	400.00	
Water Testing Fee	65.00	
License, Fee's & Subscriptions - Other	109.94	
Total License, Fee's & Subscriptions		574.94
Maintenance		
Appliance	479.28	
Cleaning	414.55	
Electrical	180.00	
Fire Inspections & Maintenance	202.00	
Furnace	175.00	
Maint. Expenses	918.63	
Septic	388.94	
Supplies	143.96	
Maintenance - Other	55.96	
Total Maintenance		2,958.32
Meal Program Groceries		
Food	3,681.26	
Performance Food Group		
Non Food	9.57	
Total Performance Food Group	9.57	
US Foods-Food	7,329.74	
US Foods-Non Food Items	526.45	
Meal Program Groceries - Other	8.25	
Total Meal Program Groceries		11,555.27
Office		
Computers		
Computer repair/programs	89.99	
Computer Supplies	567.29	
Total Computers	657.28	
Office supplies		
Postage, Mailing Service	-6.15	
Office supplies - Other	94.57	
Total Office supplies	88.42	
Postage	42.21	
Office - Other	0.00	

Greater Wakefield Resource Center
Profit & Loss
January through December 2017

	Jan - Dec 17	
Total Office		787.91
Payroll		
941 Taxes		
Employee FICA Tax	2,090.66	
Employee Medicare	456.41	
Employer FICA Tax	2,125.95	
Employer Medicare	434.81	
Federal Witholding Employee	1,294.52	
941 Taxes - Other	122.60	
Total 941 Taxes	6,524.95	
Service Fee- Checkmate	1,604.68	
Wages-Biracree, Laurie	4,455.40	
Wages-Borne, Hank	860.24	
Wages-Gaudette, Susan	7,363.54	
Wages-Glidden, Ann	709.42	
Wages-Hayward, Jen	5,902.09	
Wages-Maxfield, Travis	1,108.20	
Wages-Shaffer, John	8,646.03	
Total Payroll		37,174.55
Refunds		
Refunds	-66.21	
Total Refunds		-66.21
Taxes		
IRS	150.00	
Total Taxes		150.00
Utilities		
Fairpoint	1,085.76	
Irving Oil	4,873.58	
Irving Propane	346.85	
PSNH	2,780.20	
Total Utilities	9,086.39	
Total EXPENSES		70,890.34
Other Types of Expenses		
Advertising Expenses	1,014.50	
Memberships and Dues	355.00	
Total Other Types of Expenses		1,369.50
Total Expense		74,985.19
Net Ordinary Income		12,942.00
Net Income		**12,942.00**

Greater Wakefield Resource Center
Balance Sheet
As of December 31, 2017

	Dec 31, 17
ASSETS	
Current Assets	
Checking/Savings	
GWRC	39,258.81
Meals on Wheels	342.41
Petty Cash - Office Expenses	220.74
Total Checking/Savings	39,821.96
Total Current Assets	39,821.96
Fixed Assets	
Accumulated Depreciation	-109,112.00
Building Improvements	379,160.71
Kitchen Equipment	10,405.81
Office Equipment	2,491.50
Office Furniture	3,109.92
Total Fixed Assets	286,055.94
TOTAL ASSETS	**325,877.90**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Loans from Officers, Directors	550.00
Total Other Current Liabilities	550.00
Total Current Liabilities	550.00
Total Liabilities	550.00
Equity	
Fund Balance	289,370.24
Opening Bal Equity	23,015.66
Net Income	12,942.00
Total Equity	325,327.90
TOTAL LIABILITIES & EQUITY	**325,877.90**

Greater Wakefield Resource Center
Statement of Cash Flows
January through December 2017

	Jan - Dec 17
OPERATING ACTIVITIES	
Net Income	12,942.00
Net cash provided by Operating Activities	12,942.00
Net cash increase for period	12,942.00
Cash at beginning of period	26,879.96
Cash at end of period	39,821.96



GREATER WAKEFIELD RESOURCE CENTER



254 MAIN STREET, PO BOX 96 UNION, NH 03887 (603)473-8324 *Enrichment activities for a growing community.*

www.greaterwakefieldresourcecenter.webs.com
gwrc@roadrunner.com

List of 2018 board members

Victor Becker, Chairman
Tom Dube, Vice Chairman
Fred Guldbrandsen
Stephenie Milbury
Robert Vachon
Robert Wyman
Annette Marshall
Cheryl Brueggeman

JOHN P. SHAFFER
[redacted]

SUMMARY: A results-oriented manager with over 30 years of Dining Services experience. Proven success in managing high volume dining hall operations. After 25 years at Harvard University I undertook a directorship/rebuilding project at the public school level, taking a traditional service cafeteria to a food court self-service multi-choice healthy dining services operation for a school district in the North Shore of Mass. After moving to Wakefield permanently in 2005 I became the Director of Food Services at a K thru 8 school in Alton. I not only brought technology to the department but brought the level of nutrition up. I was honored to be presented the Director of the Year in 2013. After 10 years at Alton Central School I've decided to retire

SKILLS: Proficient in MS Word and Excel, Extensive use of computer for "Nutrakids" module in Food Production, inventory, menu planning, nutritive analysis.

EXPERIENCE:

2005- 2015 **Director of Food Services, Alton Central School, Alton NH**

Responsible for providing nutritious meals daily to over 600 students.

- Provide over 400 lunches and over 100 breakfasts daily to students in grades Pre K through 8.
- Have introduced the use of computer technology into the Food Service Program, specifically a Point of Service System in which customer information, sales, and accounts are all automated.
- Manage a staff of four employees; plan menus and responsible for purchasing food and supplies.
- Coordinate with faculty and staff to ensure nutritious meals are served in a timely manner.
- Responsible for a $375k budget, and keeping within guidelines established by the Administration.

1998 – 2005 **Director of Food Services, Masconomet Regional School, Topsfield MA**

Directed the reconstruction of the Food Services Department.

- Responsible for design and implementation of the new serving and kitchen areas in a 50+million dollar reconstruction project that involved Middle and High School (as well as the Food Services area).
- Created new menu and services design transforming operation from a traditional cafeteria to a "Food Court" style with 5 separate service stations.
- Involved a total customer driven menu and self service stations
- Took an annual $190 k operation serving 1700 students to a $400 k operation that is serving 2100 students and more than 200 faculty / staff at 4 lunch periods daily.
- Developed a catering program that more than tripled previous years preceding my time as Director.
- Managed team of 10 food servers / preparers and utility workers

1973-1998 **Harvard University Dining Services, Cambridge, MA**

General Manager, Eliot/Kirkland Dining Halls (1995-1998)
Assistant Manager, Freshman Union Dining Hall (1989-1995)
Food Service Supervisor (1985-1989)
Interim Supervisor, General Cook, Pantry Steward 1973 – 1985

References available upon request.

JENNIFER HAYWARD

Experience

2006-Present | Greater Resource Center | Union NH

Kitchen/Maintenance

- Assist the Food Director in food preparation and serving of the meals
- Assist, on a rotation basis, with the cleaning of the food preparation area
- Clean the Function Hall and Rest Rooms

2006-2006 | Farmington Rec. Dept. | Farmington NH

Counselor

- Assisted with summer camp children to keep them entertained
- Interacted with Children and performed daily activities
- Went on field trips with the children

Education

Paul School | Sanbornville NH

Spaulding High School | Rochester NH

Martha L. Skelton-Borsh

[redacted]

SUMMARY I am a conscientious, hard worker who enjoys a fast paced and pleasant environment. I like to be busy and am not a procrastinator. I can multi-task and enjoy a variety of duties. I have a good sense of humor and get along very well with others. I believe that a workplace thrives when employees are flexible and respectful. I am very good with computers and can learn any program. I have been doing all aspects of financial duties, including receptionist responsibilities, for 25 years and work very well independently. I learn quickly and enjoy working with people. I am retired and would love to have a part time job where I can be with people and make a difference. I have experience with Microsoft office, quickbooks and outlook.

EDUCATION Completed courses in Microsoft Publisher and Excel.

Graduated from Spaulding High School in 1971.

Have three years of college taking office courses, majoring in Russian History, and travel agent courses.

Graduated with HONORS, High School
Was in the National Honor Society

EXPERIENCE

1975 to 1983 TAYLOR EGG PRODUCTS, INC., DOVER, NH
Responsible for bookkeeping and payroll.

1983 to 2000 DOVER VETERINARY HOSPITAL, DOVER, NH
Responsible for general bookkeeping, payroll, receptionist. Also assisted with animal handling, vaccinations and preparing prescriptions.

2000 to 2012 CORNELL COOPERATIVE EXTENSION COLUMBIA COUNTY, NY
Financial assistant, editor, publisher, receptionist. Created and printed many newsletters, flyers, brochures and programs along with being the assistant to the Financial Manager. Was responsible for entering data into the USDA website for Eat Smart New York until lack of funding ended the program in 2012. Answered the phones and assisted those who came into the office. Did receive two awards for newsletters from Family & Consumer Sciences in NYS. Chose to take an early retirement.

2012 to 2013 HEIM FUEL SERVICE VALATIE, NY
Responsible for all aspects of the office. Handled phones, data entry, delivery tickets, banking, etc.

2013 to 2016 HAWTHORNE VALLEY ASSOCIATION GHENT, NY
Financial assistant, worked with the green markets and assisted people as they came into the office. I was responsible for all accounts payables and the bank deposits twice weekly. Was responsible for entering data regarding the green markets. This was an amazing job on a 700 acre biodynamic farm, Waldorf School, etc. Lots of interaction with people.

2017 May to October CARROLL COUNTY ATTORNEY'S OFFICE, OSSIPEE, NH
Administrative assistant, worked with their legal computer program and did all aspects of office work.

REFERENCES: **Cliff Keyes 518-672-4465 ext 281**
Irene Davis 518-672-4465 ext 280
Theresa Mayhew 518-369-7053
Jess Reed 603-539-7769

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
John Shaffer	Cook	15.00 per hr	66%	43,359
Jen Hayward	Asst cook	15.00 per hr	0	
Martha Skelton-Borsh	Office Administrator	15.50 per hr	0	

23 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301-3587
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 2, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $8,597,592 from $17,667,902 to an amount not to exceed $26,265,494 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, **retroactive** to July 1, 2017 effective upon Governor and Executive Council. The original agreements were approved by Governor and Executive Council on December 21, 2016 (Item # 15) and the contract with Rockingham Nutrition Meals on Wheels was amended on June 7, 2017 (Item #13). 43% General Funds/ 57% Federal Funds.

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757	$1,491,912	$4,557,669
Community Action Partnership of Strafford County	177200	Dover	$69,513	$33,780	$103,293
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629	$91,665	$280,294
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814	$1,151,539	$3,518,353
Greater Wakefield Resource Center	158408	Union	$30,800	$14,992	$45,792
Lamprey Health Care	177677	Newmarket	$118,560	$57,579	$176,139
Newport Senior Center	177250	Newport	$1,272,754	$619,398	$1,892,152
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279	$363,251	$1,109,530

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064	$1,396,238	$4,265,302
Southwestern Community Services	177511	Keene	$117,031	$56,890	$173,921
St Joseph Community Services	155093	Merrimack	$2,999,190	$1,459,761	$4,458,951
Strafford Nutrition MOW	260818	Somersworth	$774,098	$376,787	$1,150,885
The Gibson Center for Senior Services	155344	North Conway	$506,402	$246,440	$752,842
Tri-County Community Action Program	177195	Berlin	$1,403,957	$683,006	$2,086,963
VNA at HCS	177274	Keene, NH	$1,139,054	$554,354	$1,693,408
		Total:	**$17,667,902**	**$8,597,592**	**$26,265,494**

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated in each year of the biennium (State Fiscal Years 2018 and 2019) a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services in HB144. The Department is amending the contracts to increase the per meal and per client per date transportation rates. The purpose of this request is to increase the price limitation and extend the completion date in order for the vendors to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will

prepare meals; to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services.

These contracts were selected through a competitive bid process. Sixteen (16) agreements were originally approved by the Governor and Executive Council, one (1) of which (City of Nashua) will be put before the Governor and Executive Council at a later date.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement includes the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for nine (9) months, leaving an additional one (1) year and three (3) months of renewal.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates paid for Nutrition and Transportation Services, and its inclusion of funding in the current biennium to support these increases will be unfulfilled.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,

Christine L. Santaniello
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,614.60		$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50		$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50		$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20	$12,514.04	$261,743.24
541-500383	Meals - Congregate	2018	$327,189.50	$16,656.92	$343,846.42
544-500386	Meals - Home Delivered	2018	$669,515.00	$34,084.40	$703,599.40
512-500352	Transportation of Clients	2019	$62,307.30	$199,435.94	$261,743.24
541-500383	Meals - Congregate	2019	$81,796.00	$262,050.42	$343,846.42
544-500386	Meals - Home Delivered	2019	$167,381.50	$536,217.90	$703,599.40
		Subtotal	***$2,180,388.10***	***$1,060,959.62***	***$3,241,347.72***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,893.80		$53,893.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$107,787.60	$5,412.12	$113,199.72
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$26,946.90	$86,252.82	$113,199.72
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,845.40		$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00		$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50		$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10	$1,288.77	$26,955.87
541-500383	Meals - Congregate	2018	$93,500.00	$4,760.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$130,795.50	$6,658.68	$137,454.18
512-500352	Transportation of Clients	2019	$6,422.70	$20,533.17	$26,955.87
541-500383	Meals - Congregate	2019	$23,375.00	$74,885.00	$98,260.00
544-500386	Meals - Home Delivered	2019	$32,697.50	$104,756.68	$137,454.18
		Subtotal	***$437,453.70***	***$212,882.30***	***$650,336.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,129.90		$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50		$187,621.50
544-500386	Meals - Home Delivered	2017	$161,073.00		$161,073.00
512-500352	Transportation of Clients	2018	$366,236.10	$18,389.07	$384,625.17
541-500383	Meals - Congregate	2018	$375,243.00	$19,103.28	$394,346.28
544-500386	Meals - Home Delivered	2018	$322,146.00	$16,400.16	$338,546.16
512-500352	Transportation of Clients	2019	$91,553.10	$293,072.07	$384,625.17
541-500383	Meals - Congregate	2019	$93,813.50	$300,532.78	$394,346.28
544-500386	Meals - Home Delivered	2019	$80,536.50	$258,009.66	$338,546.16
		Subtotal	***$1,861,352.60***	***$905,507.02***	***$2,766,859.62***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			
541-500383	Meals - Congregate	2017	$8,800.00		$8,800.00
544-500386	Meals - Home Delivered	2017			
512-500352	Transportation of Clients	2018			
541-500383	Meals - Congregate	2018	$17,600.00	$896.00	$18,496.00
544-500386	Meals - Home Delivered	2018			
512-500352	Transportation of Clients	2019			
541-500383	Meals - Congregate	2019	$4,400.00	$14,096.00	$18,496.00
544-500386	Meals - Home Delivered	2019			
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,872.80		$33,872.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$67,745.60	$3,387.28	$71,132.88
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,941.60	$54,191.28	$71,132.88
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.80		$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00		$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50		$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60	$3,888.92	$81,340.52
541-500383	Meals - Congregate	2018	$160,726.50	$8,182.44	$168,908.94
544-500386	Meals - Home Delivered	2018	$249,909.00	$12,722.64	$262,631.64
512-500352	Transportation of Clients	2019	$19,362.90	$61,977.62	$81,340.52
541-500383	Meals - Congregate	2019	$40,183.00	$128,725.94	$168,908.94
544-500386	Meals - Home Delivered	2019	$62,480.00	$200,151.64	$262,631.64
		Subtotal	***$854,159.30***	***$415,649.20***	***$1,269,808.50***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$62,777.00		$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50		$71,857.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$125,554.00	$6,391.84	$131,945.84
544-500386	Meals - Home Delivered	2018	$143,715.00	$7,316.40	$151,031.40
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$31,388.50	$100,557.34	$131,945.84
544-500386	Meals - Home Delivered	2019	$35,931.50	$115,099.90	$151,031.40
		Subtotal	***$471,223.50***	***$229,365.48***	***$700,588.98***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,844.00		$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00		$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00		$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60	$9,104.25	$190,781.85
541-500383	Meals - Congregate	2018	$247,500.00	$12,600.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$663,674.00	$33,787.04	$697,461.04
512-500352	Transportation of Clients	2019	$45,416.80	$145,365.05	$190,781.85
541-500383	Meals - Congregate	2019	$61,875.00	$198,225.00	$260,100.00
544-500386	Meals - Home Delivered	2019	$165,918.50	$531,542.54	$697,461.04
		Subtotal	***$1,912,492.90***	***$930,623.88***	***$2,843,116.78***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,001.60		$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50		$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00		$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80	$2,499.64	$52,492.44
541-500383	Meals - Congregate	2018	$317,075.00	($116,798.00)	$200,277.00
544-500386	Meals - Home Delivered	2018	$981,794.00	$182,922.24	$1,164,716.24
512-500352	Transportation of Clients	2019	$12,500.80	$39,991.64	$52,492.44
541-500383	Meals - Congregate	2019	$79,271.50	$121,005.50	$200,277.00
544-500386	Meals - Home Delivered	2019	$245,448.50	$919,267.74	$1,164,716.24
		Subtotal	***$2,360,518.70***	***$1,148,888.76***	***$3,509,407.46***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,440.70		$33,440.70
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$66,881.40	$3,358.18	$70,239.58
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,708.50	$53,531.08	$70,239.58
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,860.60		$19,860.60
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$39,721.20	$1,994.44	$41,715.64
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$9,930.30	$31,785.34	$41,715.64
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$27,973.00		$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50		$129,233.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$55,940.50	$2,847.88	$58,788.38
544-500386	Meals - Home Delivered	2018	$258,467.00	$13,158.32	$271,625.32
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$13,986.50	$44,801.88	$58,788.38
544-500386	Meals - Home Delivered	2019	$64,619.50	$207,005.82	$271,625.32
		Subtotal	***$550,220.00***	***$267,813.90***	***$818,033.90***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00		$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00		$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00		$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00	$10,249.00	$215,229.00
541-500383	Meals - Congregate	2018	$155,732.50	$7,928.20	$163,660.70
544-500386	Meals - Home Delivered	2018	$305,140.00	$15,534.40	$320,674.40
512-500352	Transportation of Clients	2019	$51,245.00	$163,984.00	$215,229.00
541-500383	Meals - Congregate	2019	$38,934.50	$124,726.20	$163,660.70
544-500386	Meals - Home Delivered	2019	$76,285.00	$244,389.40	$320,674.40
		Subtotal	***$1,165,246.00***	***$566,811.20***	***$1,732,057.20***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.10		$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50		$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00		$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50	$2,909.55	$60,856.05
541-500383	Meals - Congregate	2018	$146,547.50	$7,460.60	$154,008.10
544-500386	Meals - Home Delivered	2018	$237,484.50	$12,090.12	$249,574.62
512-500352	Transportation of Clients	2019	$14,480.70	$46,375.35	$60,856.05
541-500383	Meals - Congregate	2019	$36,635.50	$117,372.60	$154,008.10
544-500386	Meals - Home Delivered	2019	$59,372.50	$190,202.12	$249,574.62
		Subtotal	***$773,473.80***	***$376,410.34***	***$1,149,884.14***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
		Subtotal	***$13,091,059.60***	***$6,369,816.24***	***$19,460,875.84***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50		$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00	$25,756.08	$531,679.08
544-500386	Meals Home Delivered	2019	$126,483.50	$405,195.58	$531,679.08
		Subtotal	***$885,368.00***	***$430,951.66***	***$1,316,319.66***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00		$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50	$2,005.64	$41,402.14
544-500386	Meals Home Delivered	2019	$9,850.50	$31,551.64	$41,402.14
		Subtotal	***$68,948.00***	***$33,557.28***	***$102,505.28***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00		$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50	$14,704.20	$303,536.70
544-500386	Meals Home Delivered	2019	$72,209.50	$231,327.20	$303,536.70
		Subtotal	***$505,461.00***	***$246,031.40***	***$751,492.40***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50		$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00	$12,177.20	$251,372.20
544-500386	Meals Home Delivered	2019	$59,801.50	$191,570.70	$251,372.20
		Subtotal	***$418,594.00***	***$203,747.90***	***$622,341.90***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50		$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50	$8,001.56	$165,175.06
544-500386	Meals Home Delivered	2019	$39,292.00	$125,883.06	$165,175.06
		Subtotal	***$275,055.00***	***$133,884.62***	***$408,939.62***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00		$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00	$27,827.52	$574,439.52
544-500386	Meals Home Delivered	2019	$136,653.00	$437,786.52	$574,439.52
		Subtotal	***$956,571.00***	***$465,614.04***	***$1,422,185.04***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00		$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50	$18,579.40	$383,531.90
544-500386	Meals Home Delivered	2019	$91,239.50	$292,292.40	$383,531.90
		Subtotal	***$638,671.00***	***$310,871.80***	***$949,542.80***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00		$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00	$6,512.80	$134,442.80
544-500386	Meals Home Delivered	2019	$31,982.50	$102,460.30	$134,442.80
		Subtotal	***$223,877.50***	***$108,973.10***	***$332,850.60***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50		$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50	$6,944.28	$143,349.78
544-500386	Meals Home Delivered	2019	$34,100.00	$109,249.78	$143,349.78
		Subtotal	***$238,711.00***	***$116,194.06***	***$354,905.06***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50		$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00	$10,634.96	$219,535.96
544-500386	Meals Home Delivered	2019	$52,228.00	$167,307.96	$219,535.96
		Subtotal	***$365,579.50***	***$177,942.92***	***$543,522.42***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Subtotal	***$4,576,836.00***	***$2,227,768.78***	***$6,804,604.78***

Summary by Vendor by Year

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,931.10	$0.00	$875,931.10
		2018	$1,751,856.70	$89,011.44	$1,840,868.14
		2019	$437,968.30	$1,402,899.84	$1,840,868.14
		Subtotal	***$3,065,756.10***	***$1,491,911.28***	***$4,557,667.38***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,893.80	$0.00	$53,893.80
		2018	$107,787.60	$5,412.12	$113,199.72
		2019	$26,946.90	$86,252.82	$113,199.72
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,696.90	$0.00	$144,696.90
		2018	$289,359.10	$14,713.09	$304,072.19
		2019	$72,345.70	$231,726.49	$304,072.19
		Subtotal	***$506,401.70***	***$246,439.58***	***$752,841.28***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,243.40	$0.00	$676,243.40
		2018	$1,352,457.60	$68,596.71	$1,421,054.31
		2019	$338,112.60	$1,082,941.71	$1,421,054.31
		Subtotal	***$2,366,813.60***	***$1,151,538.42***	***$3,518,352.02***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$17,600.00	$896.00	$18,496.00
		2019	$4,400.00	$14,096.00	$18,496.00
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,872.80	$0.00	$33,872.80
		2018	$67,745.60	$3,387.28	$71,132.88
		2019	$16,941.60	$54,191.28	$71,132.88
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,643.80		$363,643.80
		2018	$727,282.10	$36,971.20	$764,253.30
		2019	$181,827.40	$582,425.90	$764,253.30
		Subtotal	***$1,272,753.30***	***$619,397.10***	***$1,892,150.40***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,224.00	$0.00	$213,224.00
		2018	$426,442.50	$21,709.80	$448,152.30
		2019	$106,612.00	$341,540.30	$448,152.30
		Subtotal	***$746,278.50***	***$363,250.10***	***$1,109,528.60***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,737.00	$0.00	$819,737.00
		2018	$1,639,463.60	$83,318.81	$1,722,782.41
		2019	$409,863.30	$1,312,919.11	$1,722,782.41
		Subtotal	***$2,869,063.90***	***$1,396,237.92***	***$4,265,301.82***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$856,915.10	$0.00	$856,915.10
		2018	$1,713,814.30	$87,203.28	$1,801,017.58
		2019	$428,460.30	$1,372,557.28	$1,801,017.58
		Subtotal	***$2,999,189.70***	***$1,459,760.56***	***$4,458,950.26***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,440.70	$0.00	$33,440.70
		2018	$66,881.40	$3,358.18	$70,239.58
		2019	$16,708.50	$53,531.08	$70,239.58
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,860.60	$0.00	$19,860.60
		2018	$39,721.20	$1,994.44	$41,715.64
		2019	$9,930.30	$31,785.34	$41,715.64
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,171.50	$0.00	$221,171.50
		2018	$442,337.50	$22,519.00	$464,856.50
		2019	$110,588.50	$354,268.00	$464,856.50
		Subtotal	***$774,097.50***	***$376,787.00***	***$1,150,884.50***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,134.50	$0.00	$401,134.50
		2018	$802,258.00	$40,655.88	$842,913.88
		2019	$200,564.50	$642,349.38	$842,913.88
		Subtotal	***$1,403,957.00***	***$683,005.26***	***$2,086,962.26***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,457.10	$0.00	$325,457.10
		2018	$650,879.50	$33,095.23	$683,974.73
		2019	$162,716.70	$521,258.03	$683,974.73
		Subtotal	***$1,139,053.30***	***$554,353.26***	***$1,693,406.56***

Summary for All Vendors by Year

		SFY	Current Budget	(Decrease)	Modified Budget
		2017	$5,048,022.30	$0.00	$5,048,022.30
		2018	$10,095,886.70	$512,842.46	$10,608,729.16
		2019	$2,523,986.60	$8,084,742.56	$10,608,729.16
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
7872-541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
7872-512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
7872-541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
7872-512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
7872-541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
9255-544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
9255-544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
9255-544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

7872-512-500352	Transportation of Clients	all	$2,616,837.60	$1,271,490.62	$3,888,328.22
7872-541-500383	Meals - Congregate	all	$3,539,585.50	$1,457,007.82	$4,996,593.32
7872-544-500386	Meals - Home Delivered	all	$6,934,636.50	$3,641,317.80	$10,575,954.30
9255-544-500386	Meals Home Delivered	all	$4,576,836.00	$2,227,768.78	$6,804,604.78
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Grand Total SFY17	2017	**$5,048,022.30**	**$0.00**	**$5,048,022.30**
Grand Total SFY18	2018	**$10,095,886.70**	**$512,842.46**	**$10,608,729.16**
Grand Total SFY19	2019	**$2,523,986.60**	**$8,084,742.56**	**$10,608,729.16**
Total Contract		**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated this 2nd day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Wakefield Resource Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 254 Main Street, Union, NH 03887.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, 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; and

WHEREAS, the parties agree to increase the service rates, extend the completion date, and increase the price limitation;

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

1. Amend General Provisions (Form P-37), Block 1.5, to read 603-473-8324.
2. Amend General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
3. Amend General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $14,992 from $30,800 to read $45,792.
4. Amend General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
6. Delete Exhibit B-1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #1, Rate Sheet.
7. Add Attachment A – Amendment #1, Attestation.

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

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

State of New Hampshire
Department of Health and Human Services

11/14/17
Date

Christine L. Santaniello
Director

Greater Wakefield Resource Center

11/10/17
Date

Name: VICTOR A. BECKER
Title: CHAIR, BOARD OF DIRECTORS

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Carroll on 11/10/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

STEPHENIE S. MILBURY, Notary Public
My Commission Expires

Name and Title of Notary or Justice of the Peace

My Commission Expires: 6/4/19

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

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date

Name: Megan A. Lyon
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC Cong Meals	Per Meal	1,600	$5.50	$ 8,800.00

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC Cong Meals	Per Meal	3,200	$5.78	$ 18,496.00

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC Cong Meals	Per Meal	3,200	$5.78	$ 18,496.00
			Total	$ 45,792.00

Contractor Initials: [illegible]
Date: 11/10/17

Attachment A – Amendment #1

ATTESTATION

For Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit (per diem or per meal) rates or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the agency named below, I certify that the agency named below will use the increase in funding exclusively to increase service unit rates for the administration of the services listed on Exhibit B-1 - Amendment #1, Rate Sheet and that the state may request an audit of our records to confirm the same.

VICTOR A. BECKLER, CHAIR, BOARD OF DIRECTORS

Name, Title, and Agency Name GREATER WAKEFIELD RESOURCE CENTER

Signature

11/10/17

Date

15 mac

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

November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed $17,667,902 effective January 1, 2017, or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814
Greater Wakefield Resource Center	TBD	Union	$30,800
Lamprey Health Care	177677	Newmarket	$118,560
Newport Senior Center	177250	Newport	$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064
St Joseph Community Services	155093	Merrimack	$2,999,190
Strafford Nutrition MOW	260818	Somersworth	$774,098
Southwestern Community Services	TBD	Keene	$117,031
The Gibson Center for Senior Services	155344	North Conway	$506,402
Tri-County Community Action Program	TBD	Berlin	$1,403,957
VNA at HCS	177274	Keene, NH	$1,139,054
		Total:	$17,667,902

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. . Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

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

Nutrition and Transportation Services	RFA-2017-BEAS-06-NUTRI
RFA Name	RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. CAP Belknap-Merrimack Counties, Inc.		150	150
2. CAP Strafford County		150	105
3. Easter Seals NH		150	142
4. Grafton County Senior Citizens Council, Inc.		150	150
5. Greater Wakefield Resource Center		150	105
6. Lamprey Health Care		150	150
7. Nashua Transit System		150	135
8. Newport Senior Center, Inc.		150	130
9. Ossipee Concerned Citizens, Inc.		150	125
10. Rockingham Nutrition Meals on Wheels		150	150
11. St. Joseph Community Services, Inc.		150	145

Reviewer Names
1. Tracey Tarr, Administrator II, Elderly & Adult Srvcs, DHHS
2. Jean Crouch, Supervisor VII, DEAS
3. Wendy Aultman, Administrator I DEAS
4.
5.
6.
7.
8.
9.

12. Strafford Nutrition Meals on Wheels		150	135
13. The Gibson Center for Senior Services, Inc		150	150
14. Tri County CAP, Inc.		150	150
15. VNA at HCS		150	130
16. Southwestern Community Services		150	120
17. 0		150	0
18. 0		150	0
19. 0		150	0
20. 0		150	0

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20
541-500383	Meals - Congregate	2018	$327,189.50
544-500386	Meals - Home Delivered	2018	$669,515.00
512-500352	Transportation of Clients	2019	$62,307.30
541-500383	Meals - Congregate	2019	$81,798.00
544-500386	Meals - Home Delivered	2019	$167,381.50
		Subtotal	$2,180,388.10

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$53,893.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$107,787.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$12,845.40
541-500383	Meals - Congregate	2017	$48,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10
541-500383	Meals - Congregate	2018	$93,500.00
544-500386	Meals - Home Delivered	2018	$130,795.50
512-500352	Transportation of Clients	2019	$6,422.70
541-500383	Meals - Congregate	2019	$23,375.00
544-500386	Meals - Home Delivered	2019	$32,697.50
		Subtotal	$437,453.70

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$18,012.90
541-500383	Meals - Congregate	2017	$187,821.80
544-500386	Meals - Home Delivered	2017	$16,107.30
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	$376,243.00
544-500386	Meals - Home Delivered	2018	$322,146.00
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	$80,536.50
		Subtotal	$1,861,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$0.00
541-500383	Meals - Congregate	2017	$8,800.00
544-500386	Meals - Home Delivered	2017	$0.00
512-500352	Transportation of Clients	2018	$0.00
541-500383	Meals - Congregate	2018	$17,600.00
544-500386	Meals - Home Delivered	2018	$0.00
512-500352	Transportation of Clients	2019	$0.00
541-500383	Meals - Congregate	2019	$4,400.00
544-500386	Meals - Home Delivered	2019	$0.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$33,872.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$67,745.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,941.60
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$36,725.60
541-500383	Meals - Congregate	2017	$80,366.00
544-500386	Meals - Home Delivered	2017	$127,954.50
512-500352	Transportation of Clients	2018	$27,451.60
541-500383	Meals - Congregate	2018	$160,726.50
544-500386	Meals - Home Delivered	2018	$249,909.00
512-500352	Transportation of Clients	2019	$9,362.90
541-500383	Meals - Congregate	2019	$40,185.00
544-500386	Meals - Home Delivered	2019	$62,480.00
		Subtotal	$854,159.30

Ossipee Concerned Citizens (Vendor #170168)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$82,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$125,554.00
544-500386	Meals - Home Delivered	2018	$143,715.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$31,388.50
544-500386	Meals - Home Delivered	2019	$35,931.50
		Subtotal	$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60
541-500383	Meals - Congregate	2018	$247,500.00
544-500386	Meals - Home Delivered	2018	$663,674.00
512-500352	Transportation of Clients	2019	$45,416.80
541-500383	Meals - Congregate	2019	$61,875.00
544-500386	Meals - Home Delivered	2019	$165,918.50
		Subtotal	$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80
541-500383	Meals - Congregate	2018	$317,075.00
544-500386	Meals - Home Delivered	2018	$981,794.00
512-500352	Transportation of Clients	2019	$12,500.80
541-500383	Meals - Congregate	2019	$79,275.50
544-500386	Meals - Home Delivered	2019	$245,448.60
		Subtotal	$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$33,440.70
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$66,881.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,708.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$19,860.60
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$55,940.50
544-500386	Meals - Home Delivered	2018	$258,467.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$13,986.50
544-500386	Meals - Home Delivered	2019	$64,619.50
		Subtotal	$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00
541-500383	Meals - Congregate	2018	$155,732.50
544-500386	Meals - Home Delivered	2018	$305,140.00
512-500352	Transportation of Clients	2019	$51,245.00
541-500383	Meals - Congregate	2019	$38,934.50
544-500386	Meals - Home Delivered	2019	$76,285.00
		Subtotal	$1,165,246.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50
541-500383	Meals - Congregate	2018	$146,542.50
544-500386	Meals - Home Delivered	2018	$237,484.50
512-500352	Transportation of Clients	2019	$14,480.70
541-500383	Meals - Congregate	2019	$36,635.50
544-500386	Meals - Home Delivered	2019	$59,372.50
		Subtotal	$773,473.80

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70
541-500383	Meals - Congregate	2018	$2,022,606.50
544-500386	Meals - Home Delivered	2018	$3,962,640.00
512-500352	Transportation of Clients	2019	$373,816.60

541-500383	Meals - Congregate	2019	$505,659.00
544-500386	Meals - Home Delivered	2019	$990,671.00
		Subtotal	$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00
544-500386	Meals Home Delivered	2019	$126,483.50
		Subtotal	$885,368.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50
544-500386	Meals Home Delivered	2019	$9,850.50
		Subtotal	$68,948.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50
544-500386	Meals Home Delivered	2019	$72,209.50
		Subtotal	$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00
544-500386	Meals Home Delivered	2019	$59,801.50
		Subtotal	$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50
544-500386	Meals Home Delivered	2019	$39,292.00
		Subtotal	$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00
544-500386	Meals Home Delivered	2019	$136,653.00
		Subtotal	$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00
544-500386	Meals Home Delivered	2018	$364,958.50
544-500386	Meals Home Delivered	2019	$91,239.50
		Subtotal	$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00
544-500386	Meals Home Delivered	2019	$31,982.50
		Subtotal	$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50
544-500386	Meals Home Delivered	2019	$34,100.00
		Subtotal	$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00
544-500386	Meals Home Delivered	2019	$52,228.00
		Subtotal	$365,579.50

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50
544-500386	Meals Home Delivered	2019	$653,840.00
		Subtotal	$4,576,836.00

Summary by Vendor by Year

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

		State Fiscal Year	Current Modified Budget
		2017	$875,931.10
		2018	$1,751,856.70
		2019	$437,968.30
		Subtotal	$3,065,756.10

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

		State Fiscal Year	Current Modified Budget
		2017	$53,893.80
		2018	$107,787.60
		2019	$26,946.90
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget
		2017	$144,696.90
		2018	$289,359.10
		2019	$72,345.70
		Subtotal	$506,401.70

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

		State Fiscal Year	Current Modified Budget
		2017	$676,243.40
		2018	$1,352,457.60
		2019	$338,112.60
		Subtotal	$2,366,813.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		State Fiscal Year	Current Modified Budget
		2017	$8,800.00
		2018	$17,600.00
		2019	$4,400.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget
		2017	$33,872.80
		2018	$67,745.60
		2019	$16,941.60
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget
		2017	$363,643.80
		2018	$727,282.10
		2019	$181,827.40
		Subtotal	$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget
		2017	$213,224.00
		2018	$426,442.50
		2019	$106,612.00
		Subtotal	$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget
		2017	$819,737.00
		2018	$1,639,463.60
		2019	$409,863.30
		Subtotal	$2,869,063.90

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget
		2017	$856,915.10
		2018	$1,713,814.30
		2019	$428,460.30
		Subtotal	$2,999,189.70

Southwestern Community Services (Vendor #177511)

		State Fiscal Year	Current Modified Budget
		2017	$33,440.70
		2018	$66,881.40
		2019	$16,708.50
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget
		2017	$19,860.60
		2018	$39,721.20
		2019	$9,930.30
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget

		2017	$221,171.50
		2018	$442,337.50
		2019	$110,588.50
		Subtotal	$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	$401,134.50
		2018	$802,258.00
		2019	$200,564.50
		Subtotal	$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	$325,457.10
		2018	$650,879.50
		2019	$162,716.70
		Subtotal	$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	$5,048,022.30
		2018	$10,095,886.70
		2019	$2,523,986.60
		Subtotal	$17,667,895.60

FORM NUMBER P-37 (version 5/8/15)

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-06)

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Wakefield Resource Center		1.4 Contractor Address 254 Main Street PO Box 96 Union, NH 03887	
1.5 Contractor Phone Number 603-522-8503	1.6 Account Number 05-095-48-481010-92550000 05-095-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $30,800
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Amanda J Bevard		1.12 Name and Title of Contractor Signatory Amanda Bevard Treasurer	

1.13 Acknowledgement: State of NH, County of Carroll

On 11-28-16, 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

Jay B Johnson

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace: Notary Public
My Commission Expires July 16, 2019

1.14 State Agency Signature Date: 11/29/16	1.15 Name and Title of State Agency Signatory Maureen Ryan Director

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: 11/30/16

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

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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 $1,000,000per 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.

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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.

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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. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the services areas listed in Exhibit A-1.

1.4. The Contractor agrees that services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).

1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.

2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:

2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.

2.1.3.2. Provide transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).

2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order

2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:

2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.

2.1.4.2. Provide transportation services, based on a fixed route schedule defined by the Contractor.

2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.

2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3. Administration of Services

3.1. Access to Services

3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.

3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:

3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.

3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.

3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during

the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.

3.3.4. The Contractor shall re-determine client eligibility for services in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.

3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

3.4. Client Assessments and Service Plans

3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health, or developmental issues or criminal histories.

3.5. Person Centered Provision of Services

3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:

3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.

3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.

3.5.1.4. Individuals receive the information he/she needs to make informed decisions.

3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.

3.5.1.7. Individuals' rights are affirmed and protected.

3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.

3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

3.6.1.4. Agrees not to bill or invoice clients and/or their families.

3.6.1.5. Agrees that all donations support the program for which donations were given.

3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.

3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.

3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

3.6.2.4. Agrees that all fees support the program for which donations were given.

3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.

3.7. Adult Protection Services

3.7.1. The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.

3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

3.7.4. The Contractor agrees that the payment received from 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 such as in Section 1.3.4, from the individual for those services.

3.8. Referring Clients to Other Services

3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.

3.9. Client Wait Lists

3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

3.9.3. The Contractor shall include at a minimum the following information on its wait list:

3.9.3.1. The individual's full name and date of birth.

3.9.3.2. The name of the service being requested.

3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

3.9.3.5. 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.

3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.

3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

3.9.4.2. Declining mental or physical health of the caregiver.

3.9.4.3. Declining mental or physical health of the individual.

3.9.4.4. Individual has no respite services while living with a caregiver.

3.9.4.5. Length of time on the wait list.

3.9.4.6. 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.

3.9.4.7. 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.

3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

3.10. Criminal Background Check and BEAS State Registry Checks

3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving

services, before the staff member or volunteer begins providing services.

3.10.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

3.11. Grievance and Appeals

3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client.

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent

disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.

4. Staffing

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

4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.

4.1.2. 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.

4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:

4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.

4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.

4.1.5.3. A description of time frames necessary for obtaining staff replacements.

4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.

5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

5.1.1.1. The number of clients served by town and in the aggregate;

5.1.1.2. Total amount of donations collected.

5.1.1.3. Expenses by program service provided.

5.1.1.4. Revenue, by program service provided, by funding source.

5.1.1.5. Total amount of donation and/or fees collected from all individuals.

5.1.1.6. Actual Units served, by program service provided, by funding source.

5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.

5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.

5.1.1.9. Unmet need/waiting list.

5.1.1.10. Lengths of time clients are on a waiting list.

5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.

5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:

5.1.3.1. For home-delivered meals:

5.1.3.1.1. The number of meals served by client and by town.

5.1.3.1.2. The number of meals served in the aggregate; and

5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.

5.1.3.2. For transportation:

5.1.3.2.1. The number of clients served by town and in the aggregate;

5.1.3.2.2. The number of miles in the aggregate;

5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.

6. Performance Measures

6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:

6.1.1. All clients served meet eligibility requirements;

6.1.2. The contractor identified, located and served the people who need and could benefit from services.

6.1.3. The contractor determined and redetermined accurate and timely eligibility

6.1.4. Clients receive services in accordance with their needs.

6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

6.2.1.1. Data

6.2.1.2. Financial records

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

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

6.2.1.5. Scheduled phone access to Contractor principals and staff

6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.

Service Area

The Contractor shall provide services described in Exhibit A, Scope of Services, in accordance with the rates in Exhibit B-1, Rate Sheet, to eligible individuals in the following cities/towns/counties.

- Barrington
- Brookfield
- Barnstead
- Conway
- Dover
- East Wakefield
- Effingham
- Farmington
- Middleton
- Milton
- Milton Mills
- New Durham
- Ossipee
- Rochester
- Sanbornville
- Strafford
- Union
- Wakefield
- Wolfeboro

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with federal funds. Availability of federal funds is contingent upon meeting the requirements outlined in the:
   - Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3CM, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3HD, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2
   - Catalog of Federal Domestic Assistance #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
   4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
   4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
   4.3. Invoices shall be submitted to:

   Bureau of Elderly and Adult Services Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
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 the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC Cong Meals	Per Meal	1,600	$5.50	$ 8,800.00

7/1/2017 through 06/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC Cong Meals	Per Meal	3,200	$5.50	$ 17,600.00

7/1/2018 through 09/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC Cong Meals	Per Meal	800	$5.50	$ 4,400.00

Contractor Initials: CJB
Date: 11/29/16

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.

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

Contractor Initials QJB
Date 11/28/16

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 Division 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:

Nov 28, 2016
Date

Amanda J Bertrand
Name:
Title: Treasurer

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-I.)

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

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

Contractor Name:

Date

Name:
Title:

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

Contractor Initials CJB
Date 4/25/16

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:

Nov 28, 2016
Date

Amanda J Berard
Name:
Title: Treasurer

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.

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:

11-28-2016
Date

Amanda J. Berard
Name:
Title:

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:

Nov 28, 2016
Date

Amanda J Bevard
Name:
Title: Treasurer

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

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	Name of the Contractor
Maureen Ryan	Amanda J. Bevard
Signature of Authorized Representative	Signature of Authorized Representative
Maureen Ryan	Amanda Bevard
Name of Authorized Representative	Name of Authorized Representative
Director, OHS	Treasurer
Title of Authorized Representative	Title of Authorized Representative
11/29/16	Nov 28, 2016
Date	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:

Nov 28, 2016
Date

Amanda J Berard
Name:
Title: Treasurer

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: 100726473

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Nutrition and Transportation Contract

This 2nd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated this 26th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lamprey Health Care, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 207 South Main Street, Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), as amended on December 20, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase service rates, and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $247,272.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan White, Director of Contracts and Procurement.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit B-1 Amendment #1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #2, Rate Sheet.

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

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

State of New Hampshire
Department of Health and Human Services

1/28/19
Date

Name: Christine Santaniello
Title: Dir Chr, DLTSS

Lamprey Health Care, Inc.

1/17/19
Date

Name: Mark E. Howard
Title: President of Board

Acknowledgement of Contractor's signature:

State of N.H., County of Rockingham on 1/17/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Katelyn Souphakhot, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: KATELYN SOUPHAKHOT, Notary Public
State of New Hampshire
My Commission Expires November 14, 2023

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

OFFICE OF THE ATTORNEY GENERAL

1/31/19
Date

Name: Megan McGrath
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Rate Sheet
Amendment #2

Nutrition and Transportation					
1/1/2017 through 06/30/2017 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service**		**Total Amount of Funding being Requested for each Service**
Title IIIB Transportation	PerClient/PerDay	3,257	$10.40		$ 33,872.80
			Subtotal		***$ 33,872.80***
7/1/2017 through 06/30/2018 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service**		**Total Amount of Funding being Requested for each Service**
Title IIIB Transportation	PerClient/PerDay	6,514	$10.92		$ 71,132.88
			Subtotal		***$ 71,132.88***
7/1/2018 through 06/30/2019 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service 7/1/18-12/31/18**	**Rate per Service 1/1/19-6/30/19**	**Total Amount of Funding being Requested for each Service**
Title IIIB Transportation	PerClient/PerDay	2,858	$10.92	$24.89	$ 71,132.88
			Subtotal		***$ 71,132.88***
7/1/2019 through 06/30/2020 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service**		**Total Amount of Funding being Requested for each Service**
Title IIIB Transportation	PerClient/PerDay	2,858	$24.89		$ 71,132.88
			Subtotal		***$ 71,132.88***
			Total		**$ 247,271.44**

Contractor Initials: MGK
Date: 1/17/19

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 LAMPREY HEALTH CARE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 16, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66382
Certificate Number : 0004080481

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Lamprey Health Care, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on January 17, 2019:
(Date)

RESOLVED: That the President
(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 17th day of January, 2019.
(Date Amendment Signed)

4. Mark Howard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Thomas Christopher Drew, Secretary

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 17th day of Jan., 2019,

By Thomas Christopher Drew.
(Name of Elected Officer of the Agency)

-Katelyn Souphakhot
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

KATELYN SOUPHAKHOT, Notary Public
State of New Hampshire
My Commission Expires November 14, 2023

Commission Expires: _____

LAMPHEA-01 LHANNON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/16/2019

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

PRODUCER License # 1780862 HUB International New England 100 Central Street, Suite 201 Holliston, MA 01746	CONTACT NAME: Dan Joyal PHONE (A/C, No, Ext): (774) 233-6208 FAX (A/C, No): E-MAIL ADDRESS: dan.joyal@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company — 18058
INSURED Lamprey Health Care, Inc. 207 South Main Street Newmarket, NH 03857	INSURER B : Atlantic Charter Insurance Company — 44326
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			PHPK1842105	07/01/2018	07/01/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		WCA00545406	07/01/2018	07/01/2019	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

Our Mission

The mission of Lamprey Health Care is to provide high quality primary medical care and health related services, with an emphasis on prevention and lifestyle management, to all individuals regardless of ability to pay.

- We seek to be **a leader in providing access** to medical and health services that improve the health status of the individuals and families in the communities we serve.
- Our mission is to **remove barriers that prevent access to care**; we strive to eliminate such barriers as language, cultural stereotyping, finances and/or lack of transportation.
- Lamprey Health Care's **commitment to the community** extends to providing and/or coordinating access to a full range of comprehensive services.
- Lamprey Health Care is committed to achieving the highest level of patient satisfaction through a personal and caring approach and **exceeding standards of excellence in quality and service**.

Our Vision

- We will be the **outstanding primary care choice** for our patients, our communities and our service area, and the standard by which others are judged.
- We will continue as **pacesetter** in the use of new knowledge for lifestyle improvement, quality of life.
- We will be a **center of excellence** in service, quality and teaching.
- We will be **part of an integrated system** of care to ensure access to medical care for all individuals and families in our communities.
- We will be an **innovator** to foster development of the best primary care practices, adoption of the tools of technology and teaching.
- We will **establish partnerships**, linkages, networks and referrals with other organizations to provide access to a full range of services to meet our communities' needs.

Our Values

- We exist to **serve the needs of our patients**.
- We value a positive **caring approach** in delivering patient services.
- We are committed to **improving the health** and total well-being of our communities.
- We are committed to **being proactive** in identifying and meeting our communities' health care needs.
- We provide a supportive environment for **the professional and personal growth, and healthy lifestyles of our employees**.
- We provide an **atmosphere of learning** and growth for both patients and employees as well as for those seeking training in primary care.
- We succeed by utilizing a **team approach** that values a positive, constructive commitment to Lamprey Health Care's mission.

Affirmed 07/26/2017

BerryDunn



LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

September 30, 2018 and 2017

With Independent Auditor's Report



BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the consolidated balance sheets as of September 30, 2018 and 2017, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2018 and 2017, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets as of September 30, 2018 and 2017, and the related consolidating statements of operations and changes in net assets for the years then ended, are presented for purposes of additional analysis rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 19, 2018

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Balance Sheets

September 30, 2018 and 2017

ASSETS

	2018	2017
Current assets		
Cash and cash equivalents	$ 1,341,015	$ 1,196,504
Patient accounts receivable, less allowance for uncollectible accounts of $254,097 in 2018 and $233,455 in 2017	1,330,670	1,071,115
Grants receivable	228,972	476,151
Other receivables	172,839	85,357
Inventory	72,219	63,579
Other current assets	139,568	160,946
Total current assets	3,285,283	3,053,652
Investment in limited liability company	22,590	20,298
Assets limited as to use	3,205,350	3,425,833
Property and equipment, net	7,584,923	7,870,894
Total assets	$14,098,146	$14,370,677

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	$ 438,830	$ 396,284
Accrued payroll and related expenses	919,690	880,477
Deferred revenue	117,696	89,040
Current maturities of long-term debt	102,014	97,502
Total current liabilities	1,578,230	1,463,303
Long-term debt, less current maturities	2,134,337	2,243,339
Market value of interest rate swap	13,404	13,769
Total liabilities	3,725,971	3,720,411
Net assets		
Unrestricted	9,951,659	10,176,258
Temporarily restricted	420,516	474,008
Total net assets	10,372,175	10,650,266
Total liabilities and net assets	$14,098,146	$14,370,677

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Operations

Years Ended September 30, 2018 and 2017

	2018	2017
Operating revenue		
Patient service revenue	$ 9,426,185	$ 8,906,722
Provision for bad debts	(354,460)	(274,770)
Net patient service revenue	9,071,725	8,631,952
Grants, contracts and contributions	5,538,925	5,262,945
Other operating revenue	769,240	877,054
Net assets released from restrictions for operations	118,447	75,190
Total operating revenue	15,498,337	14,847,141
Operating expenses		
Salaries and wages	9,941,188	9,361,791
Employee benefits	1,688,571	1,860,717
Supplies	715,862	593,252
Purchased services	1,569,327	1,526,562
Facilities	594,355	589,108
Other operating expenses	537,414	590,580
Insurance	143,338	137,232
Depreciation	459,716	444,584
Interest	96,431	117,623
Total operating expenses	15,746,202	15,221,449
Deficiency of revenue over expenses	(247,865)	(374,308)
Change in fair value of financial instrument	365	31,004
Net assets released from restrictions for capital acquisition	22,901	175,595
Decrease in unrestricted net assets	$ (224,599)	$ (167,709)

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2018 and 2017

	2018	2017
Unrestricted net assets		
Deficiency of revenue over expenses	$ (247,865)	$ (374,308)
Change in fair value of financial instrument	365	31,004
Net assets released from restrictions for capital acquisition	22,901	175,595
Decrease in unrestricted net assets	(224,599)	(167,709)
Temporarily restricted net assets		
Provision for uncollectible pledges	-	(1,100)
Contributions	71,205	77,771
Grants for capital acquisition	16,651	166,366
Net assets released from restrictions for operations	(118,447)	(75,190)
Net assets released from restrictions for capital acquisition	(22,901)	(175,595)
Decrease in temporarily restricted net assets	(53,492)	(7,748)
Change in net assets	(278,091)	(175,457)
Net assets, beginning of year	10,650,266	10,825,723
Net assets, end of year	$10,372,175	$10,650,266

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Cash Flows

Years Ended September 30, 2018 and 2017

	2018	2017
Cash flows from operating activities		
Change in net assets	$ (278,091)	$ (175,457)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Provision for bad debts	354,460	274,770
Depreciation	459,716	444,584
Equity in earnings of limited liability company	(2,292)	(4,094)
Change in fair value of financial instrument	(365)	(31,004)
Grants for capital acquisition	(16,651)	(166,366)
Write off of uncollectible pledges	-	1,100
(Increase) decrease in the following assets:		
Patient accounts receivable	(614,015)	(267,849)
Grants receivable	247,179	(245,998)
Other receivable	(87,482)	61,277
Inventory	(8,640)	(63,579)
Other current assets	21,378	(69,874)
Increase in the following liabilities:		
Accounts payable and accrued expenses	42,546	169,240
Accrued payroll and related expenses	39,213	64,025
Deferred revenue	28,656	4,517
Net cash provided (used) by operating activities	185,612	(4,708)
Cash flows from investing activities		
Increase in designated funds	(155,880)	(591,411)
Release of designated funds	376,363	740,479
Capital acquisitions	(173,745)	(320,244)
Net cash provided (used) by investing activities	46,738	(171,176)
Cash flows from financing activities		
Grants for capital acquisition	16,651	166,366
Principal payments on long-term debt	(104,490)	(91,817)
Net cash (used) provided by financing activities	(87,839)	74,549
Net increase (decrease) in cash and cash equivalents	144,511	(101,335)
Cash and cash equivalents, beginning of year	1,196,504	1,297,839
Cash and cash equivalents, end of year	$ 1,341,015	$ 1,196,504
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 96,431	$ 117,623

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

Organization

Lamprey Health Care, Inc. (LHC) is a not-for-profit corporation organized in the State of New Hampshire. LHC is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide high quality family health, medical and behavioral health services to residents of southern New Hampshire without regard to the patient's ability to pay for these services.

Subsidiary

Friends of Lamprey Health Care, Inc. (FLHC) is a not-for-profit corporation organized in the State of New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the owner of the property occupied by LHC's administrative and program offices in Newmarket, New Hampshire. LHC is the sole member of FLHC.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of LHC and its subsidiary, FLHC (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

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

Income Taxes

Both LHC and FLHC are public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the entities are exempt from state and federal income taxes on income earned in accordance with their tax-exempt purposes. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past collection history and identifies trends for all funding sources in the aggregate. In addition, patient balances in excess of 120 days are 100% reserved. Management regularly reviews revenue and payer mix data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2018	2017
Balance, beginning of year	$ 233,455	$ 278,061
Provision	354,460	274,770
Write-offs	(333,818)	(319,376)
Balance, end of year	$ 254,097	$ 233,455

The provision for bad debts increased primarily as a result of the regulatory environment related to challenges with credentialing of providers and timely filing limits.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of $500 to Primary Health Care Partners (PHCP). The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the medical home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model; and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $22,590 and $20,298 at September 30, 2018 and 2017, respectively.

Assets Limited as To Use

Assets limited as to use include assets set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan, assets designated by the board of directors for specific projects or purposes and donor-restricted contributions.

Property and Equipment

Property and equipment acquisitions are recorded at cost, less accumulated depreciation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Temporarily Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor. Grants restricted for capital acquisition which were received prior to 2000 are released from restriction over the life of the related acquired assets, matching depreciation expense.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. 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.

340B Drug Pricing Program

LHC, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. LHC contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of LHC and bills Medicare and commercial insurances on behalf of LHC. Reimbursement received by the pharmacies is remitted to LHC net of dispensing and administrative fees. Revenue generated from the program is included in patient service revenue net of third party allowances. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

Charity Care

The Organization provides discounts to patients who meet certain criteria under its sliding fee discount program. Because the Organization does not pursue collection of amounts determined to qualify for the sliding fee discount, they are not reported as patient service revenue.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets 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 and the conditions are met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statements of operations as "net assets released from restrictions."

Functional Expenses

The Organization provides health care and wrap around services, including translation and care management, to residents of the greater Newmarket, Raymond, and Nashua, New Hampshire communities. Expenses related to providing these services are classified by their general nature as follows:

	2018	2017
Program services	$ 13,407,871	$ 12,484,460
Administrative and general	2,338,331	2,736,989
Total	$ 15,746,202	$ 15,221,449

Deficiency of Revenue Over Expenses

The consolidated statements of operations reflect the deficiency of revenue over expenses. Changes in unrestricted net assets which are excluded from this measure, consistent with industry practice, include 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) and changes in fair value of an interest rate swap that qualifies for hedge accounting.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 19, 2018, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Assets Limited as to Use

Assets limited as to use are composed of cash and cash equivalents and consist of the following:

	2018	2017
United States Department of Agriculture, Rural Development (Rural Development) loan agreements	$ 142,092	$ 142,587
Designated by the governing board	2,752,113	2,924,858
Donor restricted, temporarily	311,145	358,388
Total	$ 3,205,350	$ 3,425,833

3. Property and Equipment

Property and equipment consists of the following:

	2018	2017
Land and improvements	$ 1,154,753	$ 1,146,784
Building and improvements	10,943,714	10,829,267
Furniture, fixtures and equipment	1,723,627	1,685,929
Total cost	13,822,094	13,661,980
Less accumulated depreciation	6,237,171	5,791,086
Property and equipment, net	$ 7,584,923	$ 7,870,894

The Organization has made renovations to certain buildings with federal grant funding. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property components acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM), Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

4. Line of Credit

The Organization has an available $1,000,000 revolving line of credit from a local bank through May 2019, with an interest rate of 4.25%. The line of credit is collateralized by all business assets. There was no outstanding balance at September 30, 2018 and 2017.

5. Long-Term Debt

Long-term debt consists of the following:

	2018	2017
Promissory note payable to local bank; see terms outlined below.	$ 875,506	$ 894,652
5.375% promissory note payable to Rural Development, paid in monthly installments of $4,949, which includes interest, through June 2026. The note is collateralized by all tangible property owned by the Organization.	371,976	413,615
4.75% promissory note payable to Rural Development, paid in monthly installments of $1,892, which includes interest, through November 2033. The note is collateralized by all tangible property owned by the Organization.	242,438	255,108
4.375% promissory note payable to Rural Development, paid in monthly installments of $5,000, which includes interest, through December 2036. The note is collateralized by all tangible property owned by the Organization.	746,431	777,466
Total long-term debt	2,236,351	2,340,841
Less current maturities	102,014	97,502
Long-term debt, less current maturities	$ 2,134,337	$ 2,243,339

The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 30 years, with monthly principal payments of $1,345 plus interest at 85% of the one-month LIBOR rate plus 2.125% through January 2022 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2022 that limits the potential interest rate fluctuation and essentially fixes the rate at 4.13%. The fair market value of the interest rate swap agreement was a liability of $13,404 and $13,769 at September 30, 2018 and 2017, respectively.

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization is in compliance with all loan covenants at September 30, 2018.

Maturities of long-term debt for the next five years are as follows:

2019	$ 102,014
2020	107,082
2021	112,402
2022	895,426
2023	97,595
Thereafter	921,832
Total	$ 2,236,351

6. Temporarily Restricted Net Assets

Temporarily restricted net assets consisted of the following:

	2018	2017
Temporarily restricted for:		
Capital improvements	$ 340,806	$ 347,056
Community programs	54,643	89,209
Substance abuse prevention	25,067	37,743
Total	$ 420,516	$ 474,008

The composition of assets comprising temporarily restricted net assets at September 30, 2018 and 2017 is as follows:

	2018	2017
Assets limited as to use	$ 311,145	$ 358,388
Property and equipment	109,371	115,620
Total	$ 420,516	$ 474,008

7. Patient Service Revenue

Patient service revenue follows:

	2018	2017
Gross charges	$13,683,357	$12,752,924
340B contract pharmacy revenue	1,327,156	1,198,264
Total gross revenue	15,010,513	13,951,188
Contractual adjustments	(4,534,268)	(4,005,181)
Sliding fee discounts	(1,030,666)	(1,020,240)
Other discounts	(19,394)	(19,045)
Total patient service revenue	$ 9,426,185	$ 8,906,722

Revenue from the Medicaid and Medicare programs accounted for approximately 27% and 17%, respectively, of the Organization's gross patient service revenue for the year ended September 30, 2018 and 28% and 16%, respectively, for the year ended September 30, 2017. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. 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. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through September 30, 2017.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges.

Charity Care

The Organization provides care to patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing the care to patients who qualify under the sliding fee discount policy by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross charges forgone under the sliding fee discount policy. The estimated cost amounted to approximately $1,041,596 and $1,096,647 for the years ended September 30, 2018 and 2017, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

8. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed $157,605 and $326,988 for the years ended September 30, 2018 and 2017, respectively. The Organization's Board of Directors voted to suspend the employer contributions to the plan in April 2018 and resume contributions in January 2019 subsequent to the adoption of revisions to the employer contribution component of the plan documents.

9. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have strong credit ratings and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source, at September 30:

	2018	2017
Medicare	18 %	18 %
Medicaid	14 %	15 %
Anthem Blue Cross Blue Shield	13 %	14 %
Other payers, including self pay	55 %	53 %
	100 %	100 %

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended September 30, 2018 and 2017, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 76% and 77%, respectively, of grants, contracts and contributions.

10. Medical Malpractice

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of September 30, 2018, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

SUPPLEMENTARY INFORMATION

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2018

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2018 Consolidated
Current assets			
Cash and cash equivalents	$ 656,379	$ 684,636	$ 1,341,015
Patient accounts receivable, net	1,330,670	-	1,330,670
Grants receivable	228,972	-	228,972
Other receivables	172,839	-	172,839
Inventory	72,219	-	72,219
Other current assets	139,568	-	139,568
Total current assets	2,600,647	684,636	3,285,283
Investment in limited liability company	22,590	-	22,590
Assets limited as to use	2,920,876	284,474	3,205,350
Property and equipment, net	5,585,290	1,999,633	7,584,923
Total assets	$11,129,403	$ 2,968,743	$ 14,098,146

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	$ 438,830	$ -	$ 438,830
Accrued payroll and related expenses	919,690	-	919,690
Deferred revenue	117,696	-	117,696
Current maturities of long-term debt	63,027	38,987	102,014
Total current liabilities	1,539,243	38,987	1,578,230
Long-term debt, less current maturities	1,184,455	949,882	2,134,337
Market value of interest rate swap	13,404	-	13,404
Total liabilities	2,737,102	988,869	3,725,971
Net assets			
Unrestricted	7,971,785	1,979,874	9,951,659
Temporarily restricted	420,516	-	420,516
Total net assets	8,392,301	1,979,874	10,372,175
Total liabilities and net assets	$11,129,403	$ 2,968,743	$ 14,098,146

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2017

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2017 Consolidated
Current assets			
Cash and cash equivalents	$ 543,845	$ 652,659	$ 1,196,504
Patient accounts receivable, net	1,071,115	-	1,071,115
Grants receivable	476,151	-	476,151
Other receivables	85,357	-	85,357
Inventory	63,579	-	63,579
Other current assets	160,946	-	160,946
Total current assets	2,400,993	652,659	3,053,652
Investment in limited liability company	20,298	-	20,298
Assets limited as to use	3,141,359	284,474	3,425,833
Property and equipment, net	5,869,762	2,001,132	7,870,894
Total assets	$11,432,412	$ 2,938,265	$ 14,370,677

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	$ 393,269	$ 3,015	$ 396,284
Accrued payroll and related expenses	880,477	-	880,477
Deferred revenue	89,040	-	89,040
Current maturities of long-term debt	60,169	37,333	97,502
Total current liabilities	1,422,955	40,348	1,463,303
Long-term debt, less current maturities	1,248,098	995,241	2,243,339
Market value of interest rate swap	13,769	-	13,769
Total liabilities	2,684,822	1,035,589	3,720,411
Net assets			
Unrestricted	8,273,582	1,902,676	10,176,258
Temporarily restricted	474,008	-	474,008
Total net assets	8,747,590	1,902,676	10,650,266
Total liabilities and net assets	$11,432,412	$ 2,938,265	$ 14,370,677

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2018

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2018 Consolidated
Operating revenue				
Patient service revenue	$ 9,426,185	$ -	$ -	$ 9,426,185
Provision for bad debts	(354,460)	-	-	(354,460)
Net patient service revenue	9,071,725	-	-	9,071,725
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,538,925	-	-	5,538,925
Other operating revenue	769,148	92	-	769,240
Net assets released from restrictions for operations	118,447	-	-	118,447
Total operating revenue	15,498,245	228,008	(227,916)	15,498,337
Operating expenses				
Salaries and wages	9,941,188	-	-	9,941,188
Employee benefits	1,688,571	-	-	1,688,571
Supplies	715,784	78	-	715,862
Purchased services	1,569,171	156	-	1,569,327
Facilities	816,102	6,169	(227,916)	594,355
Other operating expenses	535,414	2,000	-	537,414
Insurance	143,338	-	-	143,338
Depreciation	353,293	106,423	-	459,716
Interest expense	60,447	35,984	-	96,431
Total operating expenses	15,823,308	150,810	(227,916)	15,746,202
(Deficiency) excess of revenue over expenses	(325,063)	77,198	-	(247,865)
Change in fair value of financial instrument	365	-	-	365
Net assets released from restrictions for capital acquisition	22,901	-	-	22,901
(Decrease) increase in unrestricted net assets	$ (301,797)	$ 77,198	$ -	$ (224,599)

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2017

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2017 Consolidated
Operating revenue				
Patient service revenue	$ 8,906,722	$ -	$ -	$ 8,906,722
Provision for bad debts	(274,770)	-	-	(274,770)
Net patient service revenue	8,631,952	-	-	8,631,952
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,262,945	-	-	5,262,945
Other operating revenue	876,963	91	-	877,054
Net assets released from restrictions for operations	75,190	-	-	75,190
Total operating revenue	14,847,050	228,007	(227,916)	14,847,141
Operating expenses				
Salaries and wages	9,361,791	-	-	9,361,791
Employee benefits	1,860,717	-	-	1,860,717
Supplies	593,070	182	-	593,252
Purchased services	1,526,457	105	-	1,526,562
Facilities	803,891	13,133	(227,916)	589,108
Other operating expenses	586,192	4,388	-	590,580
Insurance	137,232	-	-	137,232
Depreciation	346,833	97,751	-	444,584
Interest	67,608	50,015	-	117,623
Total operating expenses	15,283,791	165,574	(227,916)	15,221,449
(Deficiency) excess of revenue over expenses	(436,741)	62,433	-	(374,308)
Change in fair value of financial instrument	31,004	-	-	31,004
Net assets released from restrictions for capital acquisition	175,595	-	-	175,595
(Decrease) increase in unrestricted net assets	$ (230,142)	$ 62,433	$ -	$ (167,709)

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2018

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2018 Consolidated
Unrestricted net assets			
(Deficiency) excess of revenue over expenses	(325,063)	77,198	(247,865)
Change in fair value of financial instrument	365	-	365
Net assets released from restrictions for capital acquisition	22,901	-	22,901
(Decrease) increase in unrestricted net assets	(301,797)	77,198	(224,599)
Temporarily restricted net assets			
Contributions	71,205	-	71,205
Grants for capital acquisition	16,651	-	16,651
Net assets released from restrictions for operations	(118,447)	-	(118,447)
Net assets released from restrictions for capital acquisition	(22,901)	-	(22,901)
Decrease in temporarily restricted net assets	(53,492)	-	(53,492)
Change in net assets	(355,289)	77,198	(278,091)
Net assets, beginning of year	8,747,590	1,902,676	10,650,266
Net assets, end of year	$ 8,392,301	$ 1,979,874	$ 10,372,175

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2017

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2017 Consolidated
Unrestricted net assets			
(Deficiency) excess of revenue over expenses	$ (436,741)	$ 62,433	$ (374,308)
Change in fair value of financial instrument	31,004	-	31,004
Net assets released from restrictions for capital acquisition	175,595	-	175,595
(Decrease) increase in unrestricted net assets	(230,142)	62,433	(167,709)
Temporarily restricted net assets			
Provision for uncollectible pledges	(1,100)	-	(1,100)
Contributions	77,771	-	77,771
Grants for capital acquisition	166,366	-	166,366
Net assets released from restrictions for operations	(75,190)	-	(75,190)
Net assets released from restrictions for capital acquisition	(175,595)	-	(175,595)
Decrease in temporarily restricted net assets	(7,748)	-	(7,748)
Change in net assets	(237,890)	62,433	(175,457)
Net assets, beginning of year	8,985,480	1,840,243	10,825,723
Net assets, end of year	$ 8,747,590	$ 1,902,676	$ 10,650,266

LAMPREY HEALTH CARE

Where Excellence and Caring go Hand in Hand

2018-2019 Board of Directors

Mark E. Howard, Esq. (Chair/President)
Term Ends 2020

Frank Goodspeed (Vice President)
Term Ends 2020

Arvind Ranade, (Treasurer)
Term Ends 2021

Thomas "Chris" Drew (Secretary)
Term Ends 2019

Audrey Ashton-Savage (Immediate Past
Term Ends 2021

Elizabeth Crepeau
Term ends 2021

Landon Gamble, DDS
Term Ends 2020

Robert Gilbert
Term Ends 2020

Raymond Goodman, III
Term ends 2021

Amanda Pears Kelly
Term Ends 2020

Carol LaCross
Term Ends 2021

Lara Rice
Term Ends 2020

Wilberto Torres
Term Ends 2019

Laura Valencia
Term Ends 2021

Robert S. Woodward
Term Ends 2019

Heather Long – On Leave
Term ends 2019

Home: **Gregory A. White, CPA** Work:

Summary

Senior Level Executive with extensive hands-on experience in management, business leadership, and working with boards, banks and other external stake holders. A CPA with an established record of success in Community Health Center management. Strong in budgets, cash forecasts, grants, and team leadership.

Professional Experience

Lamprey Health Care – Newmarket, NH **2013 to present**

Chief Executive Officer

- Responsible for the leadership, operation and overall strategic direction of New Hampshire's largest Federally Qualified Health Center.
- Ensuring continuity and high quality primary medical care in three sites, both urban rural, serving over 16,000 patients in 40 communities.
- Leading a high performing senior management team in the direction of over 150 staff and providers.
- Engaging with leaders and stakeholders at the local, state and national levels to ensure that Lamprey is at the forefront of innovative, high quality health care delivery.

Lowell Community Health Center – Lowell, MA **2009 to 2013**

Chief Financial Officer

- Responsible for the integrity of financial information and systems for this Federally Qualified Health Center, employing 315 staff and providing over 120,000 visits annually. Upgraded financial and administrative infrastructure to meet requirements during a time of rapid expansion.
- Lead the financing and budget development for a $42 million capital facility project to include: traditional debt, multiple tax credit sources, federal grants, loan guarantees, and private funds.
- Directed key projects for: 340(b) pharmacy implementation; 403(b) tax deferred savings plan; multiple federal stimulus grants; and revised operating budget development.
- Representative to the Lowell General PHO for managed care contract negotiation
- Recruited and managed a team of five directors to oversee and manage four support and one programmatic department

Manchester Community Health Center – Manchester, NH **1999 to 2009**

Chief Financial Officer

- Recruited by the CEO to bring structure and process to the functional areas of the Center's financial operations. Provided direction and oversight to key business areas; General Administration, Patient Registration, Human Resources, FTCA/Legal and Medical Records.

Home: **Gregory A. White, CPA** Work:

- Responsible for the development of key programs, Corporate Compliance, HIPAA, selection of a new practice management system. Supported Joint Commission accreditation and the implementation of an electronic medical record system.
- Led the development of financing for the Center's new facility.

Greater Lawrence Family Health Center – Lawrence, MA **1993 to 1998**

Controller	**1997 to 1998**
Accounting Manager	**1995 to 1997**
Senior Accountant/Analyst	**1993 to 1995**

- Progressively responsible for all day to day financial operations of a Federally Qualified Health Center, including: Accounts Payable, Payroll, General Ledger, Cash Management, Cost Reporting, Patient Accounts, and Financial Reporting. Presented budgets, analysis, projections and periodic reporting to the Board of Directors.
- Key leader for projects involving: selection of new financial accounting software; selection of new practice management system; provider productivity measurement and analysis and group purchasing. Oversaw budget of $5 million construction project.
- Developed reimbursement model for an innovative Family Practice Residency program.

Alexander, Aronson, Finning & Co., CPA's – Westborough, MA **1990 to 1993**

Staff Accountant/Auditor

Education & Professional Affiliations

Babson College, Wellesley, MA

BS, Accounting - 1990

Commonwealth of Massachusetts

Certified Public Accountant- 1996

Healthcare Financial Management Association

Certified Healthcare Financial Professional - 2008

National Association of CHC's

Excel Leadership Program - 2003

National Registry of Emergency Medical Technicians

EMT - N.H. license number 18991-I

Boards, Advisory & Volunteer Experience

Massachusetts League of Community Health Centers – Special Finance Committee

NH Health Access Network – Administrative & Training Committee

Home: **Gregory A. White, CPA** Work:

Community Health Access Network – Board of Directors, Finance Committee

Bi-State Primary Care Association – Board of Directors, Capital Finance & Sustainability, Prospective Payment

Primary Care Partners, LLC – Board of Management

The Way Home – Manchester, NH - Board of Trustees – Treasurer

Manchester Sustainable Access Project – Data Sub-group

Milford Ambulance Service – Volunteer EMT, Staff Officer, Treasurer, Building Advisory Committee

Milford Educational Foundation – 1999 to 2010 - Treasurer

Heritage United Way – Manchester – Community Investment Committee

Milford Community Athletic Association - Coach

Lasell College – Co-Resident Director

Evalie M. Crosby, CPA, FHFMA

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Summary of Qualifications

Thirty-three years professional accounting and healthcare finance experience including audit, residential mental health, and critical access hospital managerial experience. Responsibilities have included extensive involvement in third-party contract negotiations, budgeting, strategic planning, financial analysis of strategic initiatives, independent financial audit and IRS Form 990 coordination and full responsibility for preparation and filing of Medicare and Medicaid Cost Reports. Served in all executive positions in NHVT HFMA provided significant exposure to PPS hospital and NH and VT healthcare organization executive and managerial level leaders.

Experience

Alice Peck Day Health System, Lebanon, NH
Vice President of Finance/Chief Financial Officer (2009-Present)

Senior Executive of Finance for Health System comprised of Alice Peck Day Memorial Hospital made up of a 25 bed Critical Access Hospital and 11 wholly owned Physician Practices and Alice Peck Lifecare, a senior living facility with 66 independent living units, 66 assisted living units and 7 24/7 supervised nursing units. Responsible for 6 direct reports and 69 employees from Revenue Cycle, Patient Access, Patient Accounts, Coding, Health Information, Materials Management, Fiscal Services and Lifecare Business Services. Prior to Senior Level restructuring CFO was responsible for IT/IS and Risk/Compliance.

- Responsible for overall financial and fiscal management aspects of Health Systems, Hospital and Lifecare operations including accounting, budgetary, tax and other financial planning activities within the health system organizations;
- Create, coordinate, and evaluate the financial programs and supporting information systems to include budgeting, tax planning, real estate, and conservation of assets.
- Approve and coordinate changes and improvements in automated financial and management information systems for the organizations of the APD Health Systems.
- Ensure compliance with local, state, and federal financial reporting requirements.
- Coordinate the preparation of financial statements, financial reports, Medicare Cost Reports, 990 Tax Returns, special analyses, and information reports.
- Develop and implement finance, accounting, billing, and auditing procedures.
- Establish and maintain appropriate internal control safeguards.
- Contribute financial expertise in the planning of new services that generate additional sources of revenue.
- Manage costs by continually seeking data that will identify opportunities that eliminate non-value costs in conjunction with the Senior Leadership Teams of the Hospital and Lifecare.

- Analyzes areas in planning, promoting and conducting organization-wide performance improvement activities.
- Interact with other managers to provide consultative support to planning initiatives through financial and management information analyses, reports, and recommendations.
- Develop and direct the implementation of strategic business and/or operational plans, projects, programs, and systems, in conjunction with other members of the Senior Leadership Teams.
- Establish and implement short- and long-range departmental goals, objectives, policies, and operating procedures.
- Negotiate and execute third party payor contracts.
- Represent the health system at meetings including medical staff, board of trustee meetings, New Hampshire Hospital Association, New England Alliance for Health, and other relevant community meetings as needed.
- Represent the company externally to media, government agencies, funding agencies, and the general public.
- Recruit, train, supervise, and evaluate department staff.

Mt. Ascutney Hospital and Health Center, Windsor, VT
Budgeting and Reimbursement Manager and Controller (2001-2009)
Progressive managerial experience ranging from budget and reimbursement manager to Controller and succession plan that would transition to Chief Financial Officer. Directly supervise 4 employees in Finance and serve as backup supervisor for 30 employees in four departments reporting to the Chief Financial Officer including Materials Management, IT, Patient Access and Patient Accounts.

- Plan, organize and coordinate annual budget process for Critical Access Hospital. Process involves collection and distribution of departmental historical volume, revenue and expense data; supporting department heads in the development of their operating budgets; performing financial analysis on proposed changes in services; and presenting proposed budget for approval by the Board of Trustees Finance and Audit Committee. Prepared and coordinated the presentation of the Hospital's proposed budget before the State of Vermont Banking, Insurance, Securities and Healthcare Administration (BISHCA) and Public Oversight Commission (POC).
- Serve as Hospital's direct finance contact for BISHCA staff, Medicaid Personnel, CMS personnel, and other contract agencies and third party payors.
- Prepare annual Medicare and Medicaid Cost Report filings and all supporting documentation.
- Coordinate annual financial audit process and serve as hospital's primary contact for all external audit engagements including but not limited to Independent Financial Auditors, Medicaid Auditors and Medicare Auditors.
- Develop and present finance workshops for clinical department heads. Serve as primary contact in the finance area for clinical department heads. Participate in Senior Management Team meetings. Participate in monthly Board of Trustee Finance and Audit Committee meetings.
- Implemented decision support software system which has successfully led to automation of monthly departmental variance reporting as well as much of the annual budget process.

- Responsible for updating and maintenance of Revenue and Estimated Third Party Settlement Models which are integral to the budgeting and monthly reporting processes.

Namaqua Center, Loveland, CO
Chief Financial Officer (1998-2001)
Responsible for the evaluation of automated accounting systems as well as the ultimate selection and implementation of the system. Directly supervised 3 employees and responsible for all aspects of the financial performance of the agency. Served as liaison with regulatory agencies, both for written reporting and on-site surveys.

- Developed full accounting policies and procedures manual for the agency.
- Direct contact for Independent Auditors and State Regulatory Agencies involved in financial oversight of the Agency's operations and effectiveness.
- Assured timely and complete Medicaid Cost Reports and School Department Reporting packages.
- Coordinated extensive Quality Improvement Project around third party reporting and billing.

Evalie M. Crosby, CPA
Principal (1985-1997)
Built a full public accounting practice servicing primarily small business, not for profit and individual clients. Successfully represented clients before the Internal Revenue Service, State Departments of Revenue, State Departments of Employment and Training, and Workers Compensation Insurers. Negotiated financing for clients with financial institutions and a variety of Federal and State Grant agencies.

- Provided monthly accounting and bookkeeping services.
- Provided quarterly and annual payroll and income tax filing assistance.
- Consulted with clients on the selection, installation and implementation of automated accounting systems.

Deloitte Haskins + Sells, Boston, MA
Healthcare Audit Team, (1982-1985)

- Served in a variety of capacities from audit staff to audit senior on the Healthcare Audit Team for a major public accounting firm in Boston, MA.
- Planned, organized and supervised audits on a variety of healthcare engagements.
- Served as a member of the initial DH+S team for Brigham and Women's Hospital and New England Deaconess Hospital engagements.

Education

Master of Science in Accounting **1982**
Northeastern University Graduate School of Professional Accounting, Boston, MA

Bachelor of Arts - Economics **1980**
Tufts University, Medford, MA

RESUME

PERSONAL: Debbie L. Pelletier

Age: 26
Health: Excellent

CAREER OBJECTIVE:- To pursue a career that will utilize my previous skills in a capacity that will mutually benefit myself and my employer and yet afford me extra time to devote to my family.

WORK EXPERIENCE: Department Lead Operator

Sprague Electric Co. Nashua, N.H. 03060
(603)883-5544
October 1983-Present
Duties: Perform and guide the machine and work station set-up in the manufacturing of DIP resistor/capacitor networks. Interpret process instruction sheets, specifications and daily production reports to meet on time delivery schedules. Monitor each operation to insure highest quality. Conduct daily assignment of operators to various operations based on individual skills. Perform clerical duties to assure correct method of payment and order materials as needed.

EDUCATION: Completed ten week in house training for Dept. Lead Operator.

Member of the Sprague Electric Communication Committe. March 1984-May 1985

Graduated Alvirne High School, Hudson, N.H.
June 1976

SPECIAL INTERESTS: Crafts, reading

REFERENCES: Lise Roussel
Foreperson Sprague Electric Co.
Nashua, N.H. 03060
883-5544

Leslie Smith, Recreation Director
Town of Newmarket, Town Offices

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Gregory White	Chief Executive Officer	191,630	0%	$0
Evalie Crosby	Chief Financial Officer	144,199	0%	$0
Deborah Bartley	Director of Community Services	52,767	0%	$0

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301-3587
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November 2, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $8,597,592 from $17,667,902 to an amount not to exceed $26,265,494 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, **retroactive** to July 1, 2017 effective upon Governor and Executive Council. The original agreements were approved by Governor and Executive Council on December 21, 2016 (Item # 15) and the contract with Rockingham Nutrition Meals on Wheels was amended on June 7, 2017 (Item #13). 43% General Funds/ 57% Federal Funds.

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757	$1,491,912	$4,557,669
Community Action Partnership of Strafford County	177200	Dover	$69,513	$33,780	$103,293
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629	$91,665	$280,294
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814	$1,151,539	$3,518,353
Greater Wakefield Resource Center	158408	Union	$30,800	$14,992	$45,792
Lamprey Health Care	177677	Newmarket	$118,560	$57,579	$176,139
Newport Senior Center	177250	Newport	$1,272,754	$619,398	$1,892,152
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279	$363,251	$1,109,530

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064	$1,396,238	$4,265,302
Southwestern Community Services	177511	Keene	$117,031	$56,890	$173,921
St Joseph Community Services	155093	Merrimack	$2,999,190	$1,459,761	$4,458,951
Strafford Nutrition MOW	260818	Somersworth	$774,098	$376,787	$1,150,885
The Gibson Center for Senior Services	155344	North Conway	$506,402	$246,440	$752,842
Tri-County Community Action Program	177195	Berlin	$1,403,957	$683,006	$2,086,963
VNA at HCS	177274	Keene, NH	$1,139,054	$554,354	$1,693,408
		Total:	**$17,667,902**	**$8,597,592**	**$26,265,494**

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated in each year of the biennium (State Fiscal Years 2018 and 2019) a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services in HB144. The Department is amending the contracts to increase the per meal and per client per date transportation rates. The purpose of this request is to increase the price limitation and extend the completion date in order for the vendors to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will

prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services.

These contracts were selected through a competitive bid process. Sixteen (16) agreements were originally approved by the Governor and Executive Council, one (1) of which (City of Nashua) will be put before the Governor and Executive Council at a later date.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement includes the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for nine (9) months, leaving an additional one (1) year and three (3) months of renewal.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates paid for Nutrition and Transportation Services, and its inclusion of funding in the current biennium to support these increases will be unfulfilled.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,

Christine L. Santaniello
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,614.60		$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50		$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50		$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20	$12,514.04	$261,743.24
541-500383	Meals - Congregate	2018	$327,189.50	$16,656.92	$343,846.42
544-500386	Meals - Home Delivered	2018	$669,515.00	$34,084.40	$703,599.40
512-500352	Transportation of Clients	2019	$62,307.30	$199,435.94	$261,743.24
541-500383	Meals - Congregate	2019	$81,796.00	$262,050.42	$343,846.42
544-500386	Meals - Home Delivered	2019	$167,381.50	$536,217.90	$703,599.40
		Subtotal	***$2,180,388.10***	***$1,060,959.62***	***$3,241,347.72***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,893.80		$53,893.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$107,787.60	$5,412.12	$113,199.72
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$26,946.90	$86,252.82	$113,199.72
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,845.40		$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00		$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50		$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10	$1,288.77	$26,955.87
541-500383	Meals - Congregate	2018	$93,500.00	$4,760.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$130,795.50	$6,658.68	$137,454.18
512-500352	Transportation of Clients	2019	$6,422.70	$20,533.17	$26,955.87
541-500383	Meals - Congregate	2019	$23,375.00	$74,885.00	$98,260.00
544-500386	Meals - Home Delivered	2019	$32,697.50	$104,756.68	$137,454.18
		Subtotal	***$437,453.70***	***$212,882.30***	***$650,336.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,129.90		$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50		$187,621.50
544-500386	Meals - Home Delivered	2017	$161,073.00		$161,073.00
512-500352	Transportation of Clients	2018	$366,236.10	$18,389.07	$384,625.17
541-500383	Meals - Congregate	2018	$375,243.00	$19,103.28	$394,346.28
544-500386	Meals - Home Delivered	2018	$322,146.00	$16,400.16	$338,546.16
512-500352	Transportation of Clients	2019	$91,553.10	$293,072.07	$384,625.17
541-500383	Meals - Congregate	2019	$93,813.50	$300,532.78	$394,346.28
544-500386	Meals - Home Delivered	2019	$80,536.50	$258,009.66	$338,546.16
		Subtotal	***$1,861,352.60***	***$905,507.02***	***$2,766,859.62***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			
541-500383	Meals - Congregate	2017	$8,800.00		$8,800.00
544-500386	Meals - Home Delivered	2017			
512-500352	Transportation of Clients	2018			
541-500383	Meals - Congregate	2018	$17,600.00	$896.00	$18,496.00
544-500386	Meals - Home Delivered	2018			
512-500352	Transportation of Clients	2019			
541-500383	Meals - Congregate	2019	$4,400.00	$14,096.00	$18,496.00
544-500386	Meals - Home Delivered	2019			
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,872.80		$33,872.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$67,745.60	$3,387.28	$71,132.88
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,941.60	$54,191.28	$71,132.88
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.80		$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00		$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50		$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60	$3,888.92	$81,340.52
541-500383	Meals - Congregate	2018	$160,726.50	$8,182.44	$168,908.94
544-500386	Meals - Home Delivered	2018	$249,909.00	$12,722.64	$262,631.64
512-500352	Transportation of Clients	2019	$19,362.90	$61,977.62	$81,340.52
541-500383	Meals - Congregate	2019	$40,183.00	$128,725.94	$168,908.94
544-500386	Meals - Home Delivered	2019	$62,480.00	$200,151.64	$262,631.64
		Subtotal	***$854,159.30***	***$415,649.20***	***$1,269,808.50***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$62,777.00		$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50		$71,857.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$125,554.00	$6,391.84	$131,945.84
544-500386	Meals - Home Delivered	2018	$143,715.00	$7,316.40	$151,031.40
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$31,388.50	$100,557.34	$131,945.84
544-500386	Meals - Home Delivered	2019	$35,931.50	$115,099.90	$151,031.40
		Subtotal	***$471,223.50***	***$229,365.48***	***$700,588.98***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,844.00		$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00		$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00		$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60	$9,104.25	$190,781.85
541-500383	Meals - Congregate	2018	$247,500.00	$12,600.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$663,674.00	$33,787.04	$697,461.04
512-500352	Transportation of Clients	2019	$45,416.80	$145,365.05	$190,781.85
541-500383	Meals - Congregate	2019	$61,875.00	$198,225.00	$260,100.00
544-500386	Meals - Home Delivered	2019	$165,918.50	$531,542.54	$697,461.04
		Subtotal	***$1,912,492.90***	***$930,623.88***	***$2,843,116.78***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,001.60		$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50		$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00		$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80	$2,499.64	$52,492.44
541-500383	Meals - Congregate	2018	$317,075.00	($116,798.00)	$200,277.00
544-500386	Meals - Home Delivered	2018	$981,794.00	$182,922.24	$1,164,716.24
512-500352	Transportation of Clients	2019	$12,500.80	$39,991.64	$52,492.44
541-500383	Meals - Congregate	2019	$79,271.50	$121,005.50	$200,277.00
544-500386	Meals - Home Delivered	2019	$245,448.50	$919,267.74	$1,164,716.24
		Subtotal	***$2,360,518.70***	***$1,148,888.76***	***$3,509,407.46***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,440.70		$33,440.70
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$66,881.40	$3,358.18	$70,239.58
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,708.50	$53,531.08	$70,239.58
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,860.60		$19,860.60
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$39,721.20	$1,994.44	$41,715.64
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$9,930.30	$31,785.34	$41,715.64
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$27,973.00		$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50		$129,233.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$55,940.50	$2,847.88	$58,788.38
544-500386	Meals - Home Delivered	2018	$258,467.00	$13,158.32	$271,625.32
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$13,986.50	$44,801.88	$58,788.38
544-500386	Meals - Home Delivered	2019	$64,619.50	$207,005.82	$271,625.32
		Subtotal	***$550,220.00***	***$267,813.90***	***$818,033.90***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00		$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00		$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00		$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00	$10,249.00	$215,229.00
541-500383	Meals - Congregate	2018	$155,732.50	$7,928.20	$163,660.70
544-500386	Meals - Home Delivered	2018	$305,140.00	$15,534.40	$320,674.40
512-500352	Transportation of Clients	2019	$51,245.00	$163,984.00	$215,229.00
541-500383	Meals - Congregate	2019	$38,934.50	$124,726.20	$163,660.70
544-500386	Meals - Home Delivered	2019	$76,285.00	$244,389.40	$320,674.40
		Subtotal	***$1,165,246.00***	***$566,811.20***	***$1,732,057.20***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.10		$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50		$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00		$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50	$2,909.55	$60,856.05
541-500383	Meals - Congregate	2018	$146,547.50	$7,460.60	$154,008.10
544-500386	Meals - Home Delivered	2018	$237,484.50	$12,090.12	$249,574.62
512-500352	Transportation of Clients	2019	$14,480.70	$46,375.35	$60,856.05
541-500383	Meals - Congregate	2019	$36,635.50	$117,372.60	$154,008.10
544-500386	Meals - Home Delivered	2019	$59,372.50	$190,202.12	$249,574.62
		Subtotal	***$773,473.80***	***$376,410.34***	***$1,149,884.14***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
		Subtotal	***$13,091,059.60***	***$6,369,816.24***	***$19,460,875.84***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50		$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00	$25,756.08	$531,679.08
544-500386	Meals Home Delivered	2019	$126,483.50	$405,195.58	$531,679.08
		Subtotal	***$885,368.00***	***$430,951.66***	***$1,316,319.66***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00		$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50	$2,005.64	$41,402.14
544-500386	Meals Home Delivered	2019	$9,850.50	$31,551.64	$41,402.14
		Subtotal	***$68,948.00***	***$33,557.28***	***$102,505.28***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00		$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50	$14,704.20	$303,536.70
544-500386	Meals Home Delivered	2019	$72,209.50	$231,327.20	$303,536.70
		Subtotal	***$505,461.00***	***$246,031.40***	***$751,492.40***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50		$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00	$12,177.20	$251,372.20
544-500386	Meals Home Delivered	2019	$59,801.50	$191,570.70	$251,372.20
		Subtotal	***$418,594.00***	***$203,747.90***	***$622,341.90***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50		$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50	$8,001.56	$165,175.06
544-500386	Meals Home Delivered	2019	$39,292.00	$125,883.06	$165,175.06
		Subtotal	***$275,055.00***	***$133,884.62***	***$408,939.62***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00		$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00	$27,827.52	$574,439.52
544-500386	Meals Home Delivered	2019	$136,653.00	$437,786.52	$574,439.52
		Subtotal	***$956,571.00***	***$465,614.04***	***$1,422,185.04***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00		$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50	$18,579.40	$383,531.90
544-500386	Meals Home Delivered	2019	$91,239.50	$292,292.40	$383,531.90
		Subtotal	***$638,671.00***	***$310,871.80***	***$949,542.80***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00		$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00	$6,512.80	$134,442.80
544-500386	Meals Home Delivered	2019	$31,982.50	$102,460.30	$134,442.80
		Subtotal	***$223,877.50***	***$108,973.10***	***$332,850.60***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50		$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50	$6,944.28	$143,349.78
544-500386	Meals Home Delivered	2019	$34,100.00	$109,249.78	$143,349.78
		Subtotal	***$238,711.00***	***$116,194.06***	***$354,905.06***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50		$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00	$10,634.96	$219,535.96
544-500386	Meals Home Delivered	2019	$52,228.00	$167,307.96	$219,535.96
		Subtotal	***$365,579.50***	***$177,942.92***	***$543,522.42***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Subtotal	***$4,576,836.00***	***$2,227,768.78***	***$6,804,604.78***

Summary by Vendor by Year

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,931.10	$0.00	$875,931.10
		2018	$1,751,856.70	$89,011.44	$1,840,868.14
		2019	$437,968.30	$1,402,899.84	$1,840,868.14
		Subtotal	***$3,065,756.10***	***$1,491,911.28***	***$4,557,667.38***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,893.80	$0.00	$53,893.80
		2018	$107,787.60	$5,412.12	$113,199.72
		2019	$26,946.90	$86,252.82	$113,199.72
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,696.90	$0.00	$144,696.90
		2018	$289,359.10	$14,713.09	$304,072.19
		2019	$72,345.70	$231,726.49	$304,072.19
		Subtotal	***$506,401.70***	***$246,439.58***	***$752,841.28***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,243.40	$0.00	$676,243.40
		2018	$1,352,457.60	$68,596.71	$1,421,054.31
		2019	$338,112.60	$1,082,941.71	$1,421,054.31
		Subtotal	***$2,366,813.60***	***$1,151,538.42***	***$3,518,352.02***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$17,600.00	$896.00	$18,496.00
		2019	$4,400.00	$14,096.00	$18,496.00
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,872.80	$0.00	$33,872.80
		2018	$67,745.60	$3,387.28	$71,132.88
		2019	$16,941.60	$54,191.28	$71,132.88
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,643.80		$363,643.80
		2018	$727,282.10	$36,971.20	$764,253.30
		2019	$181,827.40	$582,425.90	$764,253.30
		Subtotal	***$1,272,753.30***	***$619,397.10***	***$1,892,150.40***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,224.00	$0.00	$213,224.00
		2018	$426,442.50	$21,709.80	$448,152.30
		2019	$106,612.00	$341,540.30	$448,152.30
		Subtotal	***$746,278.50***	***$363,250.10***	***$1,109,528.60***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,737.00	$0.00	$819,737.00
		2018	$1,639,463.60	$83,318.81	$1,722,782.41
		2019	$409,863.30	$1,312,919.11	$1,722,782.41
		Subtotal	***$2,869,063.90***	***$1,396,237.92***	***$4,265,301.82***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$856,915.10	$0.00	$856,915.10
		2018	$1,713,814.30	$87,203.28	$1,801,017.58
		2019	$428,460.30	$1,372,557.28	$1,801,017.58
		Subtotal	***$2,999,189.70***	***$1,459,760.56***	***$4,458,950.26***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,440.70	$0.00	$33,440.70
		2018	$66,881.40	$3,358.18	$70,239.58
		2019	$16,708.50	$53,531.08	$70,239.58
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,860.60	$0.00	$19,860.60
		2018	$39,721.20	$1,994.44	$41,715.64
		2019	$9,930.30	$31,785.34	$41,715.64
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,171.50	$0.00	$221,171.50
		2018	$442,337.50	$22,519.00	$464,856.50
		2019	$110,588.50	$354,268.00	$464,856.50
		Subtotal	***$774,097.50***	***$376,787.00***	***$1,150,884.50***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,134.50	$0.00	$401,134.50
		2018	$802,258.00	$40,655.88	$842,913.88
		2019	$200,564.50	$642,349.38	$842,913.88
		Subtotal	***$1,403,957.00***	***$683,005.26***	***$2,086,962.26***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,457.10	$0.00	$325,457.10
		2018	$650,879.50	$33,095.23	$683,974.73
		2019	$162,716.70	$521,258.03	$683,974.73
		Subtotal	***$1,139,053.30***	***$554,353.26***	***$1,693,406.56***

Summary for All Vendors by Year

		SFY	Current Budget	(Decrease)	Modified Budget
		2017	$5,048,022.30	$0.00	$5,048,022.30
		2018	$10,095,886.70	$512,842.46	$10,608,729.16
		2019	$2,523,986.60	$8,084,742.56	$10,608,729.16
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
7872-541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
7872-512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
7872-541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
7872-512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
7872-541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
9255-544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
9255-544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
9255-544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

7872-512-500352	Transportation of Clients	all	$2,616,837.60	$1,271,490.62	$3,888,328.22
7872-541-500383	Meals - Congregate	all	$3,539,585.50	$1,457,007.82	$4,996,593.32
7872-544-500386	Meals - Home Delivered	all	$6,934,636.50	$3,641,317.80	$10,575,954.30
9255-544-500386	Meals Home Delivered	all	$4,576,836.00	$2,227,768.78	$6,804,604.78
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Grand Total SFY17	2017	**$5,048,022.30**	**$0.00**	**$5,048,022.30**
Grand Total SFY18	2018	**$10,095,886.70**	**$512,842.46**	**$10,608,729.16**
Grand Total SFY19	2019	**$2,523,986.60**	**$8,084,742.56**	**$10,608,729.16**
Total Contract		**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated this 2nd day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lamprey Health Care, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 207 South Main Street, Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, 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; and

WHEREAS, the parties agree to increase the service rates, extend the completion date, and increase the price limitation;

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

1. Amend General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. Amend General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $57,579 from $118,560 to read $176,139.
3. Amend General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Delete Exhibit B-1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #1, Rate Sheet.
6. Add Attachment A – Amendment #1, Attestation.

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

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

State of New Hampshire
Department of Health and Human Services

11/14/17
Date

Christine L. Santaniello
Director

Lamprey Health Care, Inc.

11/2/17
Date

Name: Audrey Ashton - Savage
Title: President, Board of Directors

Acknowledgement of Contractor's signature:

State of New Hamprshire, County of Rockingham on 11/2/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Michelle Gaudet, Notary
Name and Title of Notary or Justice of the Peace

MICHELLE L. GAUDET, Notary Public
My Commission Expires August 2, 2022

My Commission Expires:

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

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	3,257	$10.40	$ 33,872.80

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	6,514	$10.92	$ 71,132.88

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	6,514	$10.92	$ 71,132.88
			Total	$ 176,138.56

Contractor Initials: NAB

Date: 11/2/17

Attachment A – Amendment #1

ATTESTATION

For Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit (per diem or per meal) rates or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the agency named below, I certify that the agency named below will use the increase in funding exclusively to increase service unit rates for the administration of the services listed on Exhibit B-1 - Amendment #1, Rate Sheet and that the state may request an audit of our records to confirm the same.

Audrey Ashton-Savage, President, Lamprey Health Care

Name, Title, and Agency Name

Audrey Ashton-Savage

Signature

November 2, 2017

Date

15 mac

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

November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed $17,667,902 effective January 1, 2017, or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814
Greater Wakefield Resource Center	TBD	Union	$30,800
Lamprey Health Care	177677	Newmarket	$118,560
Newport Senior Center	177250	Newport	$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064
St Joseph Community Services	155093	Merrimack	$2,999,190
Strafford Nutrition MOW	260818	Somersworth	$774,098
Southwestern Community Services	TBD	Keene	$117,031
The Gibson Center for Senior Services	155344	North Conway	$506,402
Tri-County Community Action Program	TBD	Berlin	$1,403,957
VNA at HCS	177274	Keene, NH	$1,139,054
		Total:	$17,667,902

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

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

Nutrition and Transportation Services
RFA Name

RFA-2017-BEAS-06-NUTRI
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. CAP Belknap-Merrimack Counties, Inc.		150	150
2. CAP Strafford County		150	105
3. Easter Seals NH		150	142
4. Grafton County Senior Citizens Council, Inc.		150	150
5. Greater Wakefield Resource Center		150	105
6. Lamprey Health Care		150	150
7. Nashua Transit System		150	135
8. Newport Senior Center, Inc.		150	130
9. Ossipee Concerned Citizens, Inc.		150	125
10. Rockingham Nutrition Meals on Wheels		150	150
11. St. Joseph Community Services, Inc.		150	145

Reviewer Names

1. Tracey Tarr, Administrator II, Elderly & Adult Srvcs, DHHS
2. Jean Crouch, Supervisor VII, DEAS
3. Wendy Aultman, Administrator I DEAS
4.
5.
6.
7.
8.
9.

12. Strafford Nutrition Meals on Wheels		150	135
13. The Gibson Center for Senior Services, Inc		150	150
14. Tri County CAP, Inc.		150	150
15. VNA at HCS		150	130
16. Southwestern Community Services		150	120
17. 0		150	0
18. 0		150	0
19. 0		150	0
20. 0		150	0

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20
541-500383	Meals - Congregate	2018	$327,189.50
544-500386	Meals - Home Delivered	2018	$669,515.00
512-500352	Transportation of Clients	2019	$82,307.30
541-500383	Meals - Congregate	2019	$81,796.00
544-500386	Meals - Home Delivered	2019	$167,381.50
		Subtotal	$2,180,388.10

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$53,893.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$107,787.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$12,845.40
541-500383	Meals - Congregate	2017	$48,750.00
544-500386	Meals - Home Delivered	2017	$385,400.50
512-500352	Transportation of Clients	2018	$25,667.10
541-500383	Meals - Congregate	2018	$93,500.00
544-500386	Meals - Home Delivered	2018	$130,795.50
512-500352	Transportation of Clients	2019	$6,422.70
541-500383	Meals - Congregate	2019	$23,375.00
544-500386	Meals - Home Delivered	2019	$32,697.60
		Subtotal	$437,453.70

Grafton County Senior Citizens Council, Inc. (Vendor # 177875)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50
544-500386	Meals - Home Delivered	2017	$1,161,073.00
512-500352	Transportation of Clients	2018	$360,238.10
541-500383	Meals - Congregate	2018	$375,243.00
544-500386	Meals - Home Delivered	2018	$322,746.00
512-500352	Transportation of Clients	2019	$81,553.10
541-500383	Meals - Congregate	2019	$93,810.50
544-500386	Meals - Home Delivered	2019	$90,536.50
		Subtotal	$1,861,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$0.00
541-500383	Meals - Congregate	2017	$8,800.00
544-500386	Meals - Home Delivered	2017	$0.00
512-500352	Transportation of Clients	2018	$0.00
541-500383	Meals - Congregate	2018	$17,600.00
544-500386	Meals - Home Delivered	2018	$0.00
512-500352	Transportation of Clients	2019	$0.00
541-500383	Meals - Congregate	2019	$4,400.00
544-500386	Meals - Home Delivered	2019	$0.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$33,872.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$67,745.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,941.60
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$38,725.80
541-500383	Meals - Congregate	2017	$60,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50
512-500352	Transportation of Clients	2018	$77,451.80
541-500383	Meals - Congregate	2018	$160,726.50
544-500386	Meals - Home Delivered	2018	$249,809.00
512-500352	Transportation of Clients	2019	$19,362.90
541-500383	Meals - Congregate	2019	$40,183.00
544-500386	Meals - Home Delivered	2019	$62,480.00
		Subtotal	$854,159.30

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$82,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$125,554.00
544-500386	Meals - Home Delivered	2018	$143,715.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$31,388.50
544-500386	Meals - Home Delivered	2019	$35,931.50
		Subtotal	$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60
541-500383	Meals - Congregate	2018	$247,500.00
544-500386	Meals - Home Delivered	2018	$663,674.00
512-500352	Transportation of Clients	2019	$45,416.80
541-500383	Meals - Congregate	2019	$61,875.00
544-500386	Meals - Home Delivered	2019	$165,918.50
		Subtotal	$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80
541-500383	Meals - Congregate	2018	$317,075.00
544-500386	Meals - Home Delivered	2018	$981,794.00
512-500352	Transportation of Clients	2019	$12,500.80
541-500383	Meals - Congregate	2019	$79,271.50
544-500386	Meals - Home Delivered	2019	$245,448.50
		Subtotal	$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$33,440.70
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$66,881.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,708.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$19,860.60
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$55,940.50
544-500386	Meals - Home Delivered	2018	$258,467.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$13,986.50
544-500386	Meals - Home Delivered	2019	$64,619.50
		Subtotal	$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$102,490.00
541-500383	Meals - Congregate	2017	$77,669.00
544-500386	Meals - Home Delivered	2017	$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00
541-500383	Meals - Congregate	2018	$155,732.50
544-500386	Meals - Home Delivered	2018	$305,140.00
512-500352	Transportation of Clients	2019	$51,245.00
541-500383	Meals - Congregate	2019	$38,934.50
544-500386	Meals - Home Delivered	2019	$76,285.00
		Subtotal	$1,165,246.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50
541-500383	Meals - Congregate	2018	$146,547.50
544-500386	Meals - Home Delivered	2018	$237,484.50
512-500352	Transportation of Clients	2019	$14,480.70
541-500383	Meals - Congregate	2019	$36,635.50
544-500386	Meals - Home Delivered	2019	$59,372.50
		Subtotal	$773,473.80

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70
541-500383	Meals - Congregate	2018	$2,022,608.50
544-500386	Meals - Home Delivered	2018	$3,962,840.00
512-500352	Transportation of Clients	2019	$373,816.60

541-500383	Meals - Congregate	2019	$505,659.00
544-500386	Meals - Home Delivered	2019	$990,671.00
		Subtotal	$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00
544-500386	Meals Home Delivered	2019	$126,483.50
		Subtotal	$885,368.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50
544-500386	Meals Home Delivered	2019	$9,850.50
		Subtotal	$68,948.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50
544-500386	Meals Home Delivered	2019	$72,209.50
		Subtotal	$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00
544-500386	Meals Home Delivered	2019	$59,801.50
		Subtotal	$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50
544-500386	Meals Home Delivered	2019	$39,292.00
		Subtotal	$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00
544-500386	Meals Home Delivered	2019	$136,653.00
		Subtotal	$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50
544-500386	Meals Home Delivered	2019	$91,239.50
		Subtotal	$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00
544-500386	Meals Home Delivered	2019	$31,982.50
		Subtotal	$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50
544-500386	Meals Home Delivered	2019	$34,100.00
		Subtotal	$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00
544-500386	Meals Home Delivered	2019	$52,228.00
		Subtotal	$365,579.50

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50
544-500386	Meals Home Delivered	2019	$653,840.00
		Subtotal	$4,576,836.00

Summary by Vendor by Year

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

		State Fiscal Year	Current Modified Budget
		2017	$875,931.10
		2018	$1,751,856.70
		2019	$437,968.30
		Subtotal	$3,065,756.10

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

		State Fiscal Year	Current Modified Budget
		2017	$53,893.80
		2018	$107,787.60
		2019	$26,946.90
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget
		2017	$144,696.90
		2018	$289,359.10
		2019	$72,345.70
		Subtotal	$506,401.70

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

		State Fiscal Year	Current Modified Budget
		2017	$676,243.40
		2018	$1,352,457.60
		2019	$338,112.60
		Subtotal	$2,366,813.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		State Fiscal Year	Current Modified Budget
		2017	$8,800.00
		2018	$17,600.00
		2019	$4,400.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget
		2017	$33,872.80
		2018	$67,745.60
		2019	$16,941.60
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget
		2017	$363,643.80
		2018	$727,282.10
		2019	$181,827.40
		Subtotal	$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget
		2017	$213,224.00
		2018	$426,442.50
		2019	$106,612.00
		Subtotal	$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget
		2017	$819,737.00
		2018	$1,639,463.60
		2019	$409,863.30
		Subtotal	$2,869,063.90

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget
		2017	$856,915.10
		2018	$1,713,814.30
		2019	$428,460.30
		Subtotal	$2,999,189.70

Southwestern Community Services (Vendor #177511)

		State Fiscal Year	Current Modified Budget
		2017	$33,440.70
		2018	$66,881.40
		2019	$16,708.50
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget
		2017	$19,860.60
		2018	$39,721.20
		2019	$9,930.30
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget

		2017	$221,171.50
		2018	$442,337.50
		2019	$110,588.50
		Subtotal	$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	$401,134.50
		2018	$802,258.00
		2019	$200,564.50
		Subtotal	$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	$325,457.10
		2018	$650,879.50
		2019	$162,716.70
		Subtotal	$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	$5,048,022.30
		2018	$10,095,886.70
		2019	$2,523,986.60
		Subtotal	$17,667,895.60

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-07)

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lamprey Health Care, Inc.		1.4 Contractor Address 207 South Main Street Newmarket, NH 03857	
1.5 Contractor Phone Number 603-659-2494	1.6 Account Number 05-095-48-481010-92550000 05-095-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $118,560
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Audrey Ashton-Savage		1.12 Name and Title of Contractor Signatory Audrey Ashton Savage, President	

1.13 Acknowledgement: State of N.H. , County of Rockingham

On Nov. 28, 16, 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

Michelle L Gaudet

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Michelle Gaudet, Notary

MICHELLE L. GAUDET, Notary Public
My Commission Expires August 22, 2017

1.14 State Agency Signature Maureen Ryan Date: 12/1/16	1.15 Name and Title of State Agency Signatory Maureen Ryan, Director

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: 12/5/16

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

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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 $1,000,000per 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.

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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.

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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. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the services areas listed in Exhibit A-1.

1.4. The Contractor agrees that services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).

1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of **Sciences, as** well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.

2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:

2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.

2.1.3.2. Provide transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).

2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order

2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:

2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.

2.1.4.2. Provide transportation services based on a fixed route schedule defined by the Contractor.

2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.

2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3. Administration of Services

3.1. Access to Services

3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.

3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:

3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.

3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.

3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during

the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.

3.3.4. The Contractor shall re-determine client eligibility for services in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.

3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

3.4. Client Assessments and Service Plans

3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health, or developmental issues or criminal histories.

3.5. Person Centered Provision of Services

3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:

3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.

3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.

3.5.1.4. Individuals receive the information he/she needs to make informed decisions.

3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.

3.5.1.7. Individuals' rights are affirmed and protected.

3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.

3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

3.6.1.4. Agrees not to bill or invoice clients and/or their families.

3.6.1.5. Agrees that all donations support the program for which donations were given.

3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.

3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.

3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

3.6.2.4. Agrees that all fees support the program for which donations were given.

3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.

3.7. Adult Protection Services

3.7.1. The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.

3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

3.7.4. The Contractor agrees that the payment received from 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 such as in Section 1.3.4, from the individual for those services.

3.8. Referring Clients to Other Services

3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.

3.9. Client Wait Lists

3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

3.9.3. The Contractor shall include at a minimum the following information on its wait list:

3.9.3.1. The individual's full name and date of birth.

3.9.3.2. The name of the service being requested.

3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

3.9.3.5. 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.

3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.

3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

3.9.4.2. Declining mental or physical health of the caregiver.

3.9.4.3. Declining mental or physical health of the individual.

3.9.4.4. Individual has no respite services while living with a caregiver.

3.9.4.5. Length of time on the wait list.

3.9.4.6. 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.

3.9.4.7. 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.

3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

3.10. Criminal Background Check and BEAS State Registry Checks

3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving

services, before the staff member or volunteer begins providing services.

3.10.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

3.11. Grievance and Appeals

3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client.

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent

disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.

4. Staffing

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

4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.

4.1.2. 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.

4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:

4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.

4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.

4.1.5.3. A description of time frames necessary for obtaining staff replacements.

4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.

5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

5.1.1.1. The number of clients served by town and in the aggregate;

5.1.1.2. Total amount of donations collected.

5.1.1.3. Expenses by program service provided.

5.1.1.4. Revenue, by program service provided, by funding source.

5.1.1.5. Total amount of donation and/or fees collected from all individuals.

5.1.1.6. Actual Units served, by program service provided, by funding source.

5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.

5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.

5.1.1.9. Unmet need/waiting list.

5.1.1.10. Lengths of time clients are on a waiting list.

5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.

5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:

5.1.3.1. For home-delivered meals:

5.1.3.1.1. The number of meals served by client and by town.

5.1.3.1.2. The number of meals served in the aggregate; and

5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.

5.1.3.2. For transportation:

5.1.3.2.1. The number of clients served by town and in the aggregate;

5.1.3.2.2. The number of miles in the aggregate;

5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.

6. Performance Measures

6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:

6.1.1. All clients served meet eligibility requirements;

6.1.2. The contractor identified, located and served the people who need and could benefit from services.

6.1.3. The contractor determined and redetermined accurate and timely eligibility

6.1.4. Clients receive services in accordance with their needs.

6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

6.2.1.1. Data

6.2.1.2. Financial records

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

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

6.2.1.5. Scheduled phone access to Contractor principals and staff

6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.

Service Area

The Contractor shall provide services described in Exhibit A, Scope of Services, in accordance with the rates in Exhibit B-1, Rate Sheet, to eligible individuals in the following cities within Rockingham, Strafford, and Hillsborough Counties:

- Atkinson
- Auburn
- Barrington
- Brentwood
- Candia
- Danville
- Deerfield
- Durham
- East Kingston
- Epping
- Exeter
- Fremont
- Hampstead
- Hampton
- Kensington
- Kingston
- Lee
- Newfields
- Newmarket
- Newton
- North Hampton
- Northwood
- Nottingham
- Plaistow
- Raymond
- Sandown
- Seabrook
- South Hampton
- Stratham

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with federal funds. Availability of federal funds is contingent upon meeting the requirements outlined in the:
   - Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3CM, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3HD, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2
   - Catalog of Federal Domestic Assistance #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
   4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
   4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
   4.3. Invoices shall be submitted to:

   Bureau of Elderly and Adult Services Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.

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 the said services have not been completed in accordance with the terms and conditions of this Agreement.

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	3,257	$10.40	$ 33,872.80

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	6,514	$10.40	$ 67,745.60

7/1/2018 through 09/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	1,629	$10.40	$ 16,941.60

Contractor Initials: AAS
Date: 11/26/16

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.

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 Division 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.

Contractor Initials AMB
Date 11/25/16

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:

Nov. 28, 16
Date

Audrey Ashton-Savage
Name:
Title:

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-I.)

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

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

Contractor Name:

Nov. 28, '16
Date

Audrey Ashton-Saviego
Name:
Title:

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 (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:

Nov 28, 16
Date

Name:
Title:

Contractor Initials AMB
Date 11/28/16

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.

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:

Nov. 28, 16
Date

Audrey Ashton-Arriaga
Name:
Title:

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:

Nov 28, 16
Date

Audrey Ashton-Savage
Name:
Title:

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

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	Lamprey Health Care
Name of the Contractor	
Maureen Ryan	Audrey Ashton-Savage
Signature of Authorized Representative	Signature of Authorized Representative
Maureen Ryan	Audrey Ashton-Savage
Name of Authorized Representative	Name of Authorized Representative
Director, OHS	President
Title of Authorized Representative	Title of Authorized Representative
12/1/16	Nov 28, 16
Date	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:

Nov 28, 16
Date

Audrey Ashton-Savage
Name:
Title:

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: 04-025-4401

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Nutrition and Transportation Contract

This 2nd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated this 26th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Newport Senior Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 76 South Main Street, Newport, NH, 03773.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), as amended on December 20, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the service rates, and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,708,391.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan White, Director of Contracts and Procurement.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit B-1 Amendment #1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #2, Rate Sheet.

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

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

State of New Hampshire
Department of Health and Human Services

1/28/19
Date

Name: Christine Santaniello
Title: Director, DOTSS

Newport Senior Center, Inc.

1-17-19
Date

Name: LARRY K. EATON
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire County of Sullivan on January 17, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Wendy A. Callum, Notary Public
Name and Title of Notary or Justice of the Peace

WENDY A. CALLUM
Notary Public - New Hampshire
My Commission Expires May 4, 2021

My Commission Expires:

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

OFFICE OF THE ATTORNEY GENERAL

1/31/19
Date

Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Rate Sheet
Amendment #2

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	21,745	$5.50		$ 119,597.50
Title IIIC HD Meals	Per Meal	22,719	$5.50		$ 124,954.50
Title IIIC Cong Meals	Per Meal	14,612	$5.50		$ 80,366.00
Title IIIB Transportation	PerClient/PerDay	1,634	$23.70		$ 38,725.80
			Subtotal		*$ 363,643.80*

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	43,490	$5.78		$ 251,372.20
Title IIIC HD Meals	Per Meal	45,438	$5.78		$ 262,631.64
Title IIIC Cong Meals	Per Meal	29,223	$5.78		$ 168,908.94
Title IIIB Transportation	PerClient/PerDay	3,268	$24.89		$ 81,340.52
			Subtotal		*$ 764,253.30*

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service 7/1/18-12/31/18	Rate per Service 1/1/19-6/30/19	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	43,490	$5.78	$6.00	$ 260,940.00
Title IIIC HD Meals	Per Meal	45,438	$5.78	$6.00	$ 272,628.00
Title IIIC Cong Meals	Per Meal	29,223	$5.78	$6.00	$ 175,338.00
Title IIIB Transportation	PerClient/PerDay	3,268	$24.89	$24.89	$ 81,340.52
			Subtotal		*$ 790,246.52*

7/1/2019 through 06/30/2020 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	43,490	$6.00		$ 260,940.00
Title IIIC HD Meals	Per Meal	45,438	$6.00		$ 272,628.00
Title IIIC Cong Meals	Per Meal	29,223	$6.00		$ 175,338.00
Title IIIB Transportation	PerClient/PerDay	3,268	$24.89		$ 81,340.52
			Subtotal		*$ 790,246.52*

Total		$ 2,708,390.14

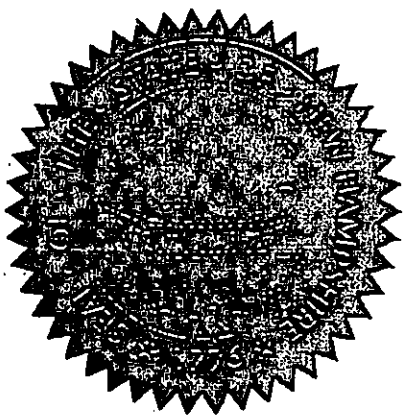
Contractor Initials: LKE

Date: 1-17-19

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 NEWPORT SENIOR CENTER, INC. is a New Hampshire nonprofit corporation formed September 11, 1979. 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 25th day of August A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Newport Senior Center.
(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 1, 2005:
(Date)

RESOLVED: That the President or Vice President
(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 17 day of January, 2019.
(Date Amendment Signed)

4. Larry K. Eaton is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Judy Wilson
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Sullivan

The forgoing instrument was acknowledged before me this 17 day of January, 2019,

By Judy Wilson.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

WENDY A. CALLUM
Notary Public - New Hampshire
My Commission Expires May 4, 2021

Commission Expires: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/17/2019

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

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

PRODUCER
Clark - Mortenson Insurance
P.O. Box 606
Keene NH 03431

CONTACT NAME:
PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491
E-MAIL ADDRESS: csr24admin@clark-mortenson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Markel Insurance Company	
INSURER B : Star Insurance Company	
INSURER C : Mount Vernon Fire Insurance	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED NEWPORT12
Newport Senior Center Inc DBA Sullivan
County Nutrition Services
PO Box 387
Newport NH 03773

COVERAGES **CERTIFICATE NUMBER:** 413306697 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HUP149202	4/18/2018	4/18/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			HUP149202	4/18/2018	4/18/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			HUU149101	4/18/2018	4/18/2019	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED [X] RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC0842202	4/18/2018	4/18/2019	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	Directors & Officers			NDO2554949C	4/18/2018	4/18/2019	EACH OCCURRENCE	1,000,000
							AGGREGATE	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
3a state: NH

CERTIFICATE HOLDER

State of NH DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SULLIVAN COUNTY NUTRITION SERVICES
NEWPORT SENIOR CENTER, INC.
P.O. BOX 387 • 76 SOUTH MAIN ST. • NEWPORT • NEW HAMPSHIRE • 03773

BRENDA BURNS, Executive Director- (603) 863-5139

MISSION STATEMENT

It is the mission of the Newport Senior Center, Inc. and Sullivan County Nutrition Services...

1. To provide services to the elderly of Sullivan County (N.H.) and to assist them in achieving self-sufficiency, especially for those that are incapacitated.

2. To help older citizens secure maximum independence and dignity in a home environment with the assistance of support services.

3. To locate and identify hard to reach and isolated elderly, on a face-to-face basis, and disseminate information about services that are available.

4. To provide older Americans, particularly those in the greatest social and economic need, with sound nutritional meals and nutrition services, including nutrition education and outreach, in a group setting. To help reduce the isolation of old age.

This mission is carried out through meal, elder support and transportation services as funded by the federal government, state, local communities and the generous support of individual citizens.

Newport Senior Center, Inc.

Financial Statements

June 30, 2018 and 2017

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McLARNEY
& COMPANY, LLC
Certified Public Accountants
www.mclarneyco.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of:
Newport Senior Center, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Worcester Comprehensive Education and Care, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018 and 2017, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Newport Senior Center, Inc. as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information:

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 1, 2018, on our consideration of Newport Senior Center's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Newport Senior Center, Inc.'s internal control over financial reporting and compliance.

McLaney & Company, LLC

Concord, NH

October 1, 2018

Newport Senior Center, Inc,
Statements of Financial Position
As of June 30, 2018 and 2017

ASSETS

	Without Donor Restictions	With Donor Restrictions	6/30/2018 Total	6/30/2017 Total
Current Assets				
Cash (Note 1)	$ 1,049,792	$ 62,815	$ 1,112,607	$ 986,576
Certificates of Deposit	51,520	-	51,520	71,472
Inventory	8,846	-	8,846	6,200
Grants receivables (Note 2)	81,438	-	81,438	57,315
Interfund receivables	798	-	798	611
Prepaid Expenses	5,041	-	5,041	226
Total Current Assets	1,197,435	62,815	1,260,250	1,122,400
Fixed Assets (Note 1)				
Land	84,632	-	84,632	84,632
Buildings and improvements	513,324	-	513,324	506,324
Construction in Progress	368,806	-	368,806	-
Furniture, fixtures, vehicles and equipment	299,014	-	299,014	278,864
	1,265,776	-	1,265,776	869,820
Accumulated Depreciation	(649,738)	-	(649,738)	(609,740)
Total Fixed Assets, Net	616,038	-	616,038	260,080
TOTAL ASSETS	$ 1,813,473	$ 62,815	$ 1,876,288	$ 1,382,480

LIABILITIES AND NET ASSETS

Current Liabilities				
Accounts Payable	$ 27,856	$ -	$ 27,856	$ 15,724
Accrued Payroll & Payroll Tax Payable	14,128	-	14,128	11,966
Interfund payable	798	-	798	698
Total Current Liabilities	42,781	-	42,781	28,388
Net Assets (Note 3)				
Board restricted: Title IIIB and Title IIIC	1,309,079	-	1,309,079	1,183,105
Operating fund	461,614	62,815	524,429	170,987
Total Net Assets	1,770,693	62,815	1,833,508	1,354,092
TOTAL LIABILITIES AND NET ASSETS	$ 1,813,473	$ 62,815	$ 1,876,288	$ 1,382,480

See Accompanying Notes and Auditor's Report

Newport Senior Center, Inc,
Statements of Activities
For the Years Ended June 30, 2018 and 2017

	Without Donor Restictions	With Donor Restrictions	6/30/2018 Total	6/30/2017 Total
PUBLIC SUPPORT:				
Grants:				
Title IIIC, Nutrition Services	$ 399,751	$ -	$ 399,751	$ 387,633
Title IIIB, Transportation and Elder Support	56,251	-	56,251	39,980
Title XX, Social Services Block Grant	251,390	-	251,390	232,256
Nutritional Services Incentive Program (NSIP)	98,448	-	98,448	104,854
Title XIX, Home and Community Based Care (HCBC)	37,730	-	37,730	8,481
Cash Matching:				
Non-Federal Share	49,527	-	49,527	47,380
In-Kind Matching	-	-	-	-
Town Subsidies	312,129	-	312,129	6,616
Donations and Gifts	39,203	70,750	109,953	81,123
Gain (Loss) on Disposition of Assets	-	-	-	-
Total Public Support	1,244,428	70,750	1,315,178	908,324
OTHER REVENUE:				
Rent and cleaning	11,593	-	11,593	10,568
Fund-raising activities	11,070	-	11,070	15,132
Program Receipts - Trip Program	-	5,748	5,748	17,654
Membership dues	915	-	915	1,151
Gift shop revenue	910	-	910	1,627
Interest	2,833	-	2,833	2,427
Assets Released From Restriction	60,267	(60,267)	-	-
	87,588	54,519	33,070	48,558
TOTAL REVENUE AND SUPPORT	1,332,016	16,231	1,348,248	956,882
Functional Expenses				
Program Services				
Senior Center	58,331	-	58,331	40,312
Sullivan Nutrition Title IIIB	39,064	-	39,064	34,214
Sullivan Nutrition Title IIIC	708,611	-	708,611	709,397
Trip Program	-	5,995	5,995	17,063
Supporting Services				
General & Administrative	50,397	-	50,397	49,304
Fund Raising	6,434	-	6,434	6,272
TOTAL FUNCTIONAL EXPENSES	862,837	5,995	868,832	856,563
CHANGE IN NET ASSETS	469,179	10,237	479,416	100,319
Net Assets - Beginning of Year	1,301,514	52,578	1,354,092	1,253,773
NET ASSETS - END OF YEAR	$ 1,770,693	$ 62,815	$ 1,833,508	$ 1,354,092

See Accompanying Notes and Auditor's Report

Newport Senior Center, Inc,
Statements of Functional Expenses
For the Years Ended June 30, 2018 and 2017

	PROGRAM SERVICES								
		Sullivan Nutrition						6/30/2018	6/30/2017
	Senior Center	Title IIIB	Title IIIC	Trip Program	Program Services	General & Administrative	Fund Raising	Total Expenses	Total Expenses
Salary & Wages	5,054	28,756	266,168	-	$ 299,978	$ 23,922	$ 5,988	$ 329,888	$ 317,953
Benefits	-	-	2,787	-	2,787	-	-	2,787	2,923
Payroll Taxes	417	2,081	20,568	-	23,066	1,799	446	25,311	22,459
Contracted Services	-	-	-	-	-	-	-	-	-
Professional Fees	1,980	-	-	-	1,980	12,570	-	14,550	14,015
Staff Development	-	-	140	-	140	-	-	140	-
Occupancy Costs	-	-	9,684	-	9,684	1,680	-	11,364	13,647
Supplies	85	762	11,744	500	13,091	4,918	-	18,008	44,003
Food	-	-	300,802	-	300,802	-	-	300,802	288,758
Equipment Maintenance	-	-	12,542	-	12,542	-	-	12,542	8,537
Repairs & Maintenance	5,400	-	561	-	5,961	-	-	5,961	6,668
Utilities	20,972	-	1,421	-	22,393	-	-	22,393	16,451
Telephone	-	900	2,821	994	4,715	-	-	4,715	3,725
Postage	-	50	-	-	50	434	-	484	594
Transportation	-	3,835	33,311	4,219	41,365	-	-	41,365	36,118
Travel	-	960	4,758	-	5,718	3,035	-	8,752	7,602
Insurance	964	1,720	19,895	-	22,579	-	-	22,579	13,885
Business Meals & Meetings					-		-		
Employment Advertisements	-	-	-	-	-	2,039	-	2,039	1,322
Miscellaneous	2,206	-	2,666	282	5,154	-	-	5,154	2,607
Depreciation and Amortization	21,253	-	18,744	-	39,997	-	-	39,997	39,222
TOTAL EXPENSES	$ 58,331	$ 39,064	$ 708,611	$ 5,995	$ 812,001	$ 50,397	$ 6,434	$ 868,832	$ 856,562

See Accompanying Notes and Auditor's Report

Newport Senior Center, Inc,
Statements of Cash Flows
As Of June 30, 2018 and 2017

	6/30/2018 Total	6/30/2017 Total
Cash Flows From Operating Activities		
Change in Net Assets	$ 479,416	$ 100,319
Adjustments to reconcile change in net assets to net cash provided.(used) by operating activities		
Depreciation	39,997	39,222
(Gain) loss on disposition of assets	-	-
(Increase) decrease in inventory	(2,647)	77
(Increase) decrease in grants receivable	(24,123)	17,281
(Increase) decrease in prepaid expenses	(4,815)	6,546
Increase (decrease) in accounts payable	12,132	(12,508)
Increase (decrease) in payroll and payroll taxes payable	2,161	(295)
Total adjustments	22,706	50,323
Net Cash Provided (Used) by Operating Activities	$ 502,121	$ 150,642
Cash Flows From Financing Activities		
Net Cash Provided (Used) by Financing Activities	$ -	$ -
Cash Flows From Investing Activities		
Net (Investment in) maturities of certificates of deposit	19,951	(744)
Interest payments received	-	-
Sale of Vehicle	-	2,050.00
Purchase of Fixed Assets	(396,042)	(37,074)
Net Cash Provided (Used) by Investing Activities	$ (376,091)	$ (35,768)
NET INCREASE (DECREASE) IN CASH	$ 126,031	$ 114,874
CASH AT BEGINNING OF YEAR	$ 986,576	$ 871,702
CASH AT END OF YEAR	$ 1,112,607	$ 986,576

Newport Senior Center, Inc.
Schedule of Expenditures of Federal Awards
Period Ended June 30, 2018

Federal Agency/Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
Aging Cluster			
U.S. Department of Health & Human Services			
Transportation Title IIIB	93.044	N/A	32,063
Nutrition Title IIIC	93.045	N/A	149,881
Congregate Meals Title IIIC	93.045	N/A	77,838
Nutrition Services Incentive Program	93.053	N/A	98,433
Home and Community Based Care Title XIX	93.705	N/A	18,865
Total Aging Cluster			$ 377,081
U.S. Department of Health & Human Services			
Home Delivered Meals Title XX	93.667	N/A	143,467
Department of Housing and Urban Development			
Community Development Block Grants	14.218	N/A	308,539
Total			$ 829,087

Notes to the Schedule of Expenditures of Federal Awards

Note 1: Basis of Presentation
The accompanying schedule of expenditures of federal awards includes the federal grant activity of Newport Senior Center, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards..Non-Profit Organizations. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

For purposes of this Schedule, federal awards includse all grants, contract and similar agreements enetered into between the Organization and the federal government and all sub awards passed through to the Organization by non federal organizations pursuant to federal grants, contracts or similar arangements. The Schedule also denotes awards passed through by the Organization to other non- fedral sub recipinet organizations.

Note 2: Significant Accounting Policies:
Expenditures for direct costs are recognized as incuresd using the accrual method of accounting and cost accounting prinicples. Under these cost principles, certain types of expenditures are not allowable or are limited as to reimbursement. Expenditures also include a portion of costs associated with general and administrative costs which are allocate under negotiated formulars commolnly refered to as facilities and administrative cost rates.

Note 3: Facilities and Administrative Costs:
The Organization has an approved predetermined facilities and administrative cost rate negotiated with the cognizant oversight agency.

Note 4: Subrecipients
Of the federal expenditures presented in the schedule, Newport Senior Center, Inc. provided federal awards to subrecipients as follows:

Program Title	Federal CFDA Number	Amount Provided to Subrecipients
None		

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose
The Newport Senior Center, Inc., is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. The Organization is not a private foundation within the meaning of Section 509(a). The purpose of the Organization is to operate a community center, which serves the elderly residents of Newport, Claremont, Charlestown and surrounding areas. The Charlestown center closed at the end of October, 2015.

Major sources of funds for operations are received from the federal government and the State of New Hampshire Division of Elderly and Adult Services.

Program Services
Following are descriptions of the program services provided by the Organization:

Senior Center - Providing elderly citizens with such services including, but not limited to, health, education, general counseling and recreation.

Sullivan Nutrition - Providing nutritional, transportation and outreach services to area elderly citizens.

Trip Program - Providing the opportunity for overnight and day trip activities for elderly citizens.

Recent Accounting Guidance
During the year ended December 31, 2017 the organization implemented ASU 2016-14, Financial Statements of Not-for-Profit Entities. Accordingly, the beginning balances of the donor restricted net asset categories (temporarily and permanently restricted) have been retroactively adjusted to consolidate all donor restricted net assets into one classification, with donor restrictions. The ASU requires additional disclosures in the areas of liquidity and endowment funds and modifies the direct method presentation of the Statement of Cash Flows, requires reclassification of investment expenses which are netted in investment return to include internal investment expenses. In addition, it requires any underwater portion of the organization's endowment funds to be adjusted from net assets without donor restrictions to net assets with donor restrictions.

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

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The governing board has designated, from net assets without donor restrictions, net assets for an operating reserve and board-designated endowment.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue Recognition
Revenue is recognized when earned. Program service fees and payments under cost reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively. Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met.

Cash and Cash Equivalents
For purposes of reporting the statement of cash flows, the Organization considers all Treasury bills, certificates of deposit, money market funds and all other highly liquid debt instruments purchased with a maturity of 90 days or less to be cash equivalents.

Accounts Receivable
Accounts Receivable are considered by management to be fully collectible and accordingly no allowance for doubtful accounts is considered necessary.

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

In-Kind Donations
The Sullivan Nutrition Program receives in-kind donations of space, food, and volunteer services. Space rental is valued at market and is reflected in the accompanying financial statements as both support and expenditures in the amount of $0 and $0 for the years ending June 30, 2018 and 2017 respectively. In addition, the Organization received donations of food valued at $0 and $0 during the years ended June 30, 2018 and 2017, respectively. Because the volunteer services received are not specialized services, they are not reflected in these financial statements as support or expenditures. The amounts of these services are estimated at $10,000 in both 2018 and 2017.

Inventory
Inventory consists of purchased food and supplies used for the Sullivan Nutrition Program. Inventory is carried at cost and is determined by the first-in, first-out method.

Property and Equipment
Property and equipment are recorded at cost or, if donated, at the approximate fair value at the date of donation. Newport Senior Center, Inc. follows the policy of capitalizing, at cost, all expenditures for fixed assets in excess of $500. Depreciation is calculated using the straight-line method over the following estimated useful lives:

	Years
Land	-
Building and improvements	30-39
Furniture, fixtures and equipment	3-30
Automobiles	5

Depreciation expense recognized in these financial statements for the years ended June 30, 2018 and 2017 was $39,997 and $39,222, respectively.

Advertising Costs
Advertising costs are expensed as incurred, and approximated $1,322 and $3,138 during the years ended June 30, 2017 and 2016 respectively.

Income Taxes
The organization is organized as a nonprofit corporation and has been recognized by the IRS as exempt from federal income taxes under IRC Section 501(c)(3). Thus it qualifies for the charitable contribution deduction under IRC Sections 170(b)(1)(A)(vi). The organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the entities are subject to income tax on net income that is derived from business activities that are unrelated to their exempt purposes. Management has determined that the organization is not subject to unrelated business income tax and has not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

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

2. GRANTS RECEIVABLE

The Organization's grants receivables as of June 30, 2018 and 2017 were as follows:

	2018	2017
Due from the State of New Hampshire		
Division of Elderly and Adult Services for:		
Nutrition Services Incentive Program	13,837	14,079
Title IIIB, Transportation, Elder Support and Home Health	4,206	6,834
Title IIIC, Congregate Meals and Home Delivered Meals	11,768	23,900
Title XX, Home Delivered	44,626	11,413
Title XIX, Home and Community Based Care	4,501	1,089
Due from Others:		
Bar Harbor Bank & Trust	2,500	-
Town of Newport	-	-
Total	81,438	57,315

3. RESTRICTIONS ON NET ASSETS

Amounts in restricted net assets represent revenues received, but not expended for their restricted purpose. Net assets in the trip fund are restricted to be used for overnight and day trips for elderly citizens. Net assets in the Senior Center are restricted for construction.

Board restricted net assets consist of net assets that have been restricted for use in the Sullivan County Nutrition program.

4. SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through October 1, 2018, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the year ended June 30, 2018 and none were found.

5. CONCENTRATIONS

The Organization had one (1) major contractor, the State of New Hampshire, accounting for approximately 65% and 79% of support for the years ended June 30, 2018 and 2017, respectively.

The Organization has a potential concentration of credit risk in that it maintains most of its cash and cash equivalents at one financial institution. Deposits are insured up to $250,000 in any one institution at June 30, 2017 cash exceeded these limits by $629,765. The Organization has not experienced any losses in such accounts, nor does it believe that the cash and cash equivalents are exposed to any significant risk for the periods ended June 30, 2018 and 2017.

6. CERTIFICATES OF DEPOSIT

The Organization has a certificate of deposit at Bar Harbor Bank, which is a three year certificate that has an interest rate of 1.25% in the amount of $30,949, and a 35-month certificate of deposit at Sugar River Bank at an interest rate of 1.35% in the amount of $20,571.

7. FUNCTIONAL EXPENSES

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

McLARNEY
& COMPANY, LLC
Certified Public Accountants
www.mclarneyco.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of:
Newport Senior Center, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Newport Senior Center, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 1, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Newport Senior Center, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Newport Senior Center, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Newport Senior Center, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Newport Senior Center, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McLarney & Company, LLC

Concord, NH

October 1, 2018

McLarney & Company, LLC
Certified Public Accountants

Brian F. McLarney, MBA, CPA/PFS
James O. Nash, MSA, CPA
Robert F. Siggens, MST, CPA

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Trustees of
Newport Senior Center, Inc.

Report on Compliance for Each Major Federal Program

We have audited Newport Senior Center, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Newport Senior Center, Inc.'s major federal programs for the year ended June 30, 2018. Newport Senior Center, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Newport Senior Center, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Newport Senior Center, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Newport Senior Center, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Newport Senior Center, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 1-3. Our opinion on each major federal program is not modified with respect to these matters.

Report on Internal Control Over Compliance

Management of Newport Senior Center, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Newport Senior Center, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of ABC Organization's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

McLarney & Company, LLC

McLarney & Company, LLC
Concord, NH
October 1, 2018

NEWPORT SENIOR CENTER, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended June 30, 2018

A. SUMMARY OF AUDIT RESULTS

1. The auditors' report expresses an unqualified opinion on the basic financial statements of the Newport Senior Center, Inc.

2. No reportable conditions were disclosed during the audit.

3. No instances of noncompliance material to the financial statements of the Newport Senior Center, Inc. were disclosed during the audit.

4. No reportable conditions were noted during the audit of the major federal award programs of the Organization and none are considered to be material weaknesses. These reportable conditions would have been listed in Part C.

5. The auditor's report on compliance for the major federal award programs expresses an unqualified opinion.

6. Audit findings relative to the major federal award programs are reported in Part B of the Schedule.

7. The programs tested as Type B programs determined to be high risk include:

	CFDA No.
Transportation and Elder Support Title IIIB	93.044
Nutrition and Congregate Meals, Title IIIC	93.045
Nutrition Services Incentive Program	93.053
Home and Community Based Care Title XIX	93.705
Community Development Block Grants	14.218

8. The dollar threshold for Type A programs of the Organization is $750,000

9. The Organization was determined not to be a low risk auditee.

NEWPORT SENIOR CENTER, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
Year Ended June 30, 2018

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

1. Segregation of Duties

Condition. There is a lack of segregation of duties among personnel.

Criteria. GASB requires segregation of duties.

Cause. There are a limited number of personnel for certain functions.

Effect. Transactions could be mishandled.

Recommendation. The duties should be separated as much as possible, and alternative controls should be used to compensate for lack of separation. The governing board should provide some of these controls.

2. Accounts Payable

Condition. Accounts Payable is not kept accurately.

Criteria. GASB requires expenses to include amounts of Accounts Payable.

Cause. The Organization does not review accounts payable aging schedules for errors.

Effect. Expenses are misstated during the year and have to be adjusted at yearend.

Recommendation. We recommend that the accounts payable aging schedule be reviewed monthly and any bookkeeping errors corrected.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM AUDIT

None

NEWPORT SENIOR CENTER, INC.

P.O. BOX 387 • 76 SOUTH MAIN STREET • NEWPORT, NH 03773 • (603)863-3177

BOARD OF DIRECTORS

PRESIDENT
Larry K. Eaton
[redacted]

VICE PRESIDENT
Larry Flint
[redacted]

TREASURER
Sandy Cornish
[redacted]

SECRETARY
Judy Wilson
[redacted]

Robert (Bob) Burby
[redacted]

Bob Dearborn
[redacted]

Arnie Hebert
[redacted]

SULLIVAN COUNTY NUTRITION SERVICES
NEWPORT SENIOR CENTER, INC.
P.O. BOX 387 • 76 SOUTH MAIN ST. • NEWPORT • NEW HAMPSHIRE • 03773
Newport Site- 863-3177 • Claremont Site- 543-3072

BRENDA BURNS, Executive Director- (603) 863-5139

Resume of Key Personnel

Brenda Burns

[redacted]

Objective: To obtain a professional position utilizing my strong work ethic, dedication and willingness and ability to increase knowledge.

Experience:

Newport Senior Center/Sullivan County Nutrition Services Newport, NH
1995-Current

Executive Director

- Coordinate and manage multiple priorities and projects while paying attention to detail
- Train individuals in QuickBooks, Microsoft suite and internet
- Supervise and inspire 25 employees
- Great interpersonal communication skills while working with 800 clients and approximately 50 volunteers including, resolving issues and managing customer relations with exemplary service to all customers
- Re-evaluated and developed techniques to improve delivery of services, resulting in increased revenues and decreased expenses
- Created efficiency within the program with improved organizational skills of the employees and delivery of service
- Demonstrated the ability to multi-task, therefore establishing an understanding of the operations of a non-profit organization
- General accounting functions, maintained journals, tax reporting, banking of $1.4 million cash flow and bank reconciliations
- Budget preparations for Federal, State and Local funds
- Coordinate menus, delivery routes, employees and volunteers
- Performed administrative and secretarial support functions for the remote Executive Director before being promoted to Executive Director

- Successfully written grants needed to sustain non-profit stability
- Client assessments with demonstrated abilities to keep composure while preserving strict confidentiality.
- Oversee and perform all operations including audits, payroll, employer tax reporting, new hire reports, A/P, A/R in QuickBooks
- Promoted within the organization for every position within the organization until being promoted to Executive Director

Prior years' work experiences available upon request.

Education

Claremont Stevens High School (1986)
Business Courses of Studies

New England School of Hair Design (1988)
Cosmetology, Creative Nail Design

Creative Cake Design
Certificate (1990)

Independent Correspondence School (2001)
Secretarial Science

College for Lifelong Learning
Word, Excel, Power Point, and Access

River Valley Community College (2009)
Associates in Science- Accounting Major
Phi-Theta Kappa Honor Society
Graduated Cum Laude

Rockhurst University Continuing Education Center
Payroll Law Certificate (2010)

Rockhurst University Continuing Education Center
Essentials for Personnel and HR Assistance Certificate (2010 & 2012)

Rockhurst University Continuing Education Center
Management Skills Certificate (2012)

Rockhurst University Continuing Education Center
How to Communicate with Tact, Professionalism, and Diplomacy Certificate (2012)

Community involvement

- Committed to helping those less fortunate. Serve as Co-Chairman of the Newport Willey-Perra Christmas program for needy families.
- Served as Chairman of Newport Revitalization Committee for two years. I am now a member.
- Served as Vice-Chair of the Sullivan County, Regional Coordinating Council (RCC). I am now a member of the RCC.

Carol Gregory
[redacted]

Administrative Assistant

I am very interested in expanding my knowledge in the food industry business that benefits the community I live in. I have an extension background in the food industry that involves students.

Skills

- Strong communication skills
- Office equipment, such as printers, copy machines, fax machine, etc.
- Creating documents in Microsoft Word, Excel, PowerPoint and Publisher

Strength

- Ready to work in a team and individually
- Time management
- Easy learner
- Able to do other duties when asked
- Focused on getting the job done
- Excellent Organizational Skills
- Prepared budgets for school cafeteria
- Hire, supervised and encouraged employees
- Placed orders and worked with vendors for best possible pricing
- Involved with community
- Prepared, cooked and served meals
- Completed state USDA applications

Education

St. Mary's School	High School Diploma
	Serv-Safe Certification

References

John Simonds, Sheriff	Sullivan County
Allen Damren, Business Manager	Grantham School District

Beverly LaClair
[redacted]

Food Service Supervisor

I am currently employed with this organization and am interested in climbing the ladder to Food Service Supervisor. I have been dedicated to presenting a delicious meal and look forward to excelling in my strengths.

Skills

- Strong communication skills
- Able to prioritize
- Team player and can work independently
- Able to multi-task
- Already have background knowledge of the position available

Strength

- Ready to work in a team and individually
- Time management
- Easy learner
- Able to do other duties as assigned
- Focused on getting the job done
- Excellent Organizational Skills

Education

1970 Typing certificate
1975 GED
Serv-Safe Certified

References

Joan Kennett	(603) 542-6583	Old colleague
Linda Lee	(603) 542-0001	Long-time friend

Marie Herzig
[redacted]

Food Service Supervisor

Although I have only been with Sullivan County Nutrition Services a short time, I believe my enthusiasm to do a great job speaks for itself. I see many areas for improved efficiency and am willing to commit to bringing innovative ideas to improve the service delivery for this organization.

Skills

- General Bookkeeping
- A/P Clerk
- Maintained Daily Financial Records
- Supervised Employees
- Managed Retail and Office Supply Inventories
- Personnel Scheduling and Timekeeping
- Operate within a Budget and Time Schedule
- Trained New Employees
- Excellent Customer Service Skills, Verbal and Written
- Answered Phones
- Claims Processor
- US Passport Agent
- Data Entry
- Retail Sales
- Updated Customer Computer System
- Interview and Hiring
- Proficient interpretation of Safety and Policy Manuals
- Organized
- Motivated and Dependable
- High Degree of Integrity, Ethical

Experience

7/200-Present Oakwood Park Owners Association Claremont NH 03743
Manager

5/2009-Present Silver Maples Residential Care Claremont NH 03743
Supervisor/Caregiver

7/1979-12/2008 USPS Claremont, NH 03743
Customer Sales and Service Associate
Officer in Charge Etna NH 2003
Officer in Charge Walpole NH 2005

Education

Diploma	Calhoun High School	Merrick NY 11566

32 Fletcher Rd, Newport NH 603 863-6290 or 603 477-6253
03773

Wendy Callum

Objective

To find a secretarial/office position preferably in a medical setting that is challenging and allows me to use my people skills.

Experience

1991-2007 Sullivan County Nursing HomeUnity ,NH

Licensed Nursing Assistant /Dental Assistant 1991-1995

- Direct patient care.
- Assisted Dr. Maxfield with dental care of nursing home patients 2 days per week.

Social Services Assistant 1995 – 1999

- Drafted letters to families, prepared admission/discharge packets
- Secretarial duties assigned by the Social Services Director
- Met with families to gather information for admissions procedures
- Answered and directed telephone calls coming to Social Services
- Kept appointment calendar for the Director

Administrative Secretary 1999 - 2000

- Secretarial duties assigned by the Business Office Manager.
- Kept resident account entries, answered switchboard phones, greeted visitors to the facility

Licensed Nursing Assistant 1999 - 2003

- Direct patient care
- During this period, I continued to fill in as a Social Services Assistant as needed.

Licensed Medication Nursing Assistant, 2003 - 2007

- Direct Patient Care
- Received certification in medication distribution through OmniCare in Concord.
- Completed med passes and completed all paperwork necessary in this assignment

Education

Attended Stevens High School
Received GED

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Brenda Burns	Executive Director	$58,448	100%	$58,448
Carol Gregory	Administrative Assistant	$21,840	100%	$21,840
Beverly LaClair	Food Service Supervisor	$30,940	100%	$30,940
Wendy Callum	Outreach Coordinator	$16,250	100%	$16,250
Marie Herzig	Food Service Supervisor	$20,449	100%	$20,449

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301-3587
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 2, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $8,597,592 from $17,667,902 to an amount not to exceed $26,265,494 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, **retroactive** to July 1, 2017 effective upon Governor and Executive Council. The original agreements were approved by Governor and Executive Council on December 21, 2016 (Item # 15) and the contract with Rockingham Nutrition Meals on Wheels was amended on June 7, 2017 (Item #13). 43% General Funds/ 57% Federal Funds.

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757	$1,491,912	$4,557,669
Community Action Partnership of Strafford County	177200	Dover	$69,513	$33,780	$103,293
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629	$91,665	$280,294
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814	$1,151,539	$3,518,353
Greater Wakefield Resource Center	158408	Union	$30,800	$14,992	$45,792
Lamprey Health Care	177677	Newmarket	$118,560	$57,579	$176,139
Newport Senior Center	177250	Newport	$1,272,754	$619,398	$1,892,152
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279	$363,251	$1,109,530

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064	$1,396,238	$4,265,302
Southwestern Community Services	177511	Keene	$117,031	$56,890	$173,921
St Joseph Community Services	155093	Merrimack	$2,999,190	$1,459,761	$4,458,951
Strafford Nutrition MOW	260818	Somersworth	$774,098	$376,787	$1,150,885
The Gibson Center for Senior Services	155344	North Conway	$506,402	$246,440	$752,842
Tri-County Community Action Program	177195	Berlin	$1,403,957	$683,006	$2,086,963
VNA at HCS	177274	Keene, NH	$1,139,054	$554,354	$1,693,408
		Total:	**$17,667,902**	**$8,597,592**	**$26,265,494**

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated in each year of the biennium (State Fiscal Years 2018 and 2019) a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services in HB144. The Department is amending the contracts to increase the per meal and per client per date transportation rates. The purpose of this request is to increase the price limitation and extend the completion date in order for the vendors to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will

prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services.

These contracts were selected through a competitive bid process. Sixteen (16) agreements were originally approved by the Governor and Executive Council, one (1) of which (City of Nashua) will be put before the Governor and Executive Council at a later date.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement includes the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for nine (9) months, leaving an additional one (1) year and three (3) months of renewal.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates paid for Nutrition and Transportation Services, and its inclusion of funding in the current biennium to support these increases will be unfulfilled.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,

Christine L. Santaniello
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,614.60		$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50		$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50		$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20	$12,514.04	$261,743.24
541-500383	Meals - Congregate	2018	$327,189.50	$16,656.92	$343,846.42
544-500386	Meals - Home Delivered	2018	$669,515.00	$34,084.40	$703,599.40
512-500352	Transportation of Clients	2019	$62,307.30	$199,435.94	$261,743.24
541-500383	Meals - Congregate	2019	$81,796.00	$262,050.42	$343,846.42
544-500386	Meals - Home Delivered	2019	$167,381.50	$536,217.90	$703,599.40
		Subtotal	***$2,180,388.10***	***$1,060,959.62***	***$3,241,347.72***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,893.80		$53,893.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$107,787.60	$5,412.12	$113,199.72
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$26,946.90	$86,252.82	$113,199.72
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,845.40		$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00		$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50		$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10	$1,288.77	$26,955.87
541-500383	Meals - Congregate	2018	$93,500.00	$4,760.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$130,795.50	$6,658.68	$137,454.18
512-500352	Transportation of Clients	2019	$6,422.70	$20,533.17	$26,955.87
541-500383	Meals - Congregate	2019	$23,375.00	$74,885.00	$98,260.00
544-500386	Meals - Home Delivered	2019	$32,697.50	$104,756.68	$137,454.18
		Subtotal	***$437,453.70***	***$212,882.30***	***$650,336.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,129.90		$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50		$187,621.50
544-500386	Meals - Home Delivered	2017	$161,073.00		$161,073.00
512-500352	Transportation of Clients	2018	$366,236.10	$18,389.07	$384,625.17
541-500383	Meals - Congregate	2018	$375,243.00	$19,103.28	$394,346.28
544-500386	Meals - Home Delivered	2018	$322,146.00	$16,400.16	$338,546.16
512-500352	Transportation of Clients	2019	$91,553.10	$293,072.07	$384,625.17
541-500383	Meals - Congregate	2019	$93,813.50	$300,532.78	$394,346.28
544-500386	Meals - Home Delivered	2019	$80,536.50	$258,009.66	$338,546.16
		Subtotal	***$1,861,352.60***	***$905,507.02***	***$2,766,859.62***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			
541-500383	Meals - Congregate	2017	$8,800.00		$8,800.00
544-500386	Meals - Home Delivered	2017			
512-500352	Transportation of Clients	2018			
541-500383	Meals - Congregate	2018	$17,600.00	$896.00	$18,496.00
544-500386	Meals - Home Delivered	2018			
512-500352	Transportation of Clients	2019			
541-500383	Meals - Congregate	2019	$4,400.00	$14,096.00	$18,496.00
544-500386	Meals - Home Delivered	2019			
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,872.80		$33,872.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$67,745.60	$3,387.28	$71,132.88
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,941.60	$54,191.28	$71,132.88
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.80		$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00		$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50		$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60	$3,888.92	$81,340.52
541-500383	Meals - Congregate	2018	$160,726.50	$8,182.44	$168,908.94
544-500386	Meals - Home Delivered	2018	$249,909.00	$12,722.64	$262,631.64
512-500352	Transportation of Clients	2019	$19,362.90	$61,977.62	$81,340.52
541-500383	Meals - Congregate	2019	$40,183.00	$128,725.94	$168,908.94
544-500386	Meals - Home Delivered	2019	$62,480.00	$200,151.64	$262,631.64
		Subtotal	***$854,159.30***	***$415,649.20***	***$1,269,808.50***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$62,777.00		$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50		$71,857.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$125,554.00	$6,391.84	$131,945.84
544-500386	Meals - Home Delivered	2018	$143,715.00	$7,316.40	$151,031.40
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$31,388.50	$100,557.34	$131,945.84
544-500386	Meals - Home Delivered	2019	$35,931.50	$115,099.90	$151,031.40
		Subtotal	***$471,223.50***	***$229,365.48***	***$700,588.98***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,844.00		$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00		$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00		$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60	$9,104.25	$190,781.85
541-500383	Meals - Congregate	2018	$247,500.00	$12,600.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$663,674.00	$33,787.04	$697,461.04
512-500352	Transportation of Clients	2019	$45,416.80	$145,365.05	$190,781.85
541-500383	Meals - Congregate	2019	$61,875.00	$198,225.00	$260,100.00
544-500386	Meals - Home Delivered	2019	$165,918.50	$531,542.54	$697,461.04
		Subtotal	***$1,912,492.90***	***$930,623.88***	***$2,843,116.78***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,001.60		$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50		$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00		$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80	$2,499.64	$52,492.44
541-500383	Meals - Congregate	2018	$317,075.00	($116,798.00)	$200,277.00
544-500386	Meals - Home Delivered	2018	$981,794.00	$182,922.24	$1,164,716.24
512-500352	Transportation of Clients	2019	$12,500.80	$39,991.64	$52,492.44
541-500383	Meals - Congregate	2019	$79,271.50	$121,005.50	$200,277.00
544-500386	Meals - Home Delivered	2019	$245,448.50	$919,267.74	$1,164,716.24
		Subtotal	***$2,360,518.70***	***$1,148,888.76***	***$3,509,407.46***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,440.70		$33,440.70
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$66,881.40	$3,358.18	$70,239.58
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,708.50	$53,531.08	$70,239.58
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,860.60		$19,860.60
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$39,721.20	$1,994.44	$41,715.64
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$9,930.30	$31,785.34	$41,715.64
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$27,973.00		$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50		$129,233.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$55,940.50	$2,847.88	$58,788.38
544-500386	Meals - Home Delivered	2018	$258,467.00	$13,158.32	$271,625.32
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$13,986.50	$44,801.88	$58,788.38
544-500386	Meals - Home Delivered	2019	$64,619.50	$207,005.82	$271,625.32
		Subtotal	***$550,220.00***	***$267,813.90***	***$818,033.90***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00		$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00		$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00		$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00	$10,249.00	$215,229.00
541-500383	Meals - Congregate	2018	$155,732.50	$7,928.20	$163,660.70
544-500386	Meals - Home Delivered	2018	$305,140.00	$15,534.40	$320,674.40
512-500352	Transportation of Clients	2019	$51,245.00	$163,984.00	$215,229.00
541-500383	Meals - Congregate	2019	$38,934.50	$124,726.20	$163,660.70
544-500386	Meals - Home Delivered	2019	$76,285.00	$244,389.40	$320,674.40
		Subtotal	***$1,165,246.00***	***$566,811.20***	***$1,732,057.20***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.10		$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50		$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00		$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50	$2,909.55	$60,856.05
541-500383	Meals - Congregate	2018	$146,547.50	$7,460.60	$154,008.10
544-500386	Meals - Home Delivered	2018	$237,484.50	$12,090.12	$249,574.62
512-500352	Transportation of Clients	2019	$14,480.70	$46,375.35	$60,856.05
541-500383	Meals - Congregate	2019	$36,635.50	$117,372.60	$154,008.10
544-500386	Meals - Home Delivered	2019	$59,372.50	$190,202.12	$249,574.62
		Subtotal	***$773,473.80***	***$376,410.34***	***$1,149,884.14***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
		Subtotal	***$13,091,059.60***	***$6,369,816.24***	***$19,460,875.84***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50		$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00	$25,756.08	$531,679.08
544-500386	Meals Home Delivered	2019	$126,483.50	$405,195.58	$531,679.08
		Subtotal	***$885,368.00***	***$430,951.66***	***$1,316,319.66***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00		$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50	$2,005.64	$41,402.14
544-500386	Meals Home Delivered	2019	$9,850.50	$31,551.64	$41,402.14
		Subtotal	***$68,948.00***	***$33,557.28***	***$102,505.28***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00		$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50	$14,704.20	$303,536.70
544-500386	Meals Home Delivered	2019	$72,209.50	$231,327.20	$303,536.70
		Subtotal	***$505,461.00***	***$246,031.40***	***$751,492.40***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50		$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00	$12,177.20	$251,372.20
544-500386	Meals Home Delivered	2019	$59,801.50	$191,570.70	$251,372.20
		Subtotal	***$418,594.00***	***$203,747.90***	***$622,341.90***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50		$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50	$8,001.56	$165,175.06
544-500386	Meals Home Delivered	2019	$39,292.00	$125,883.06	$165,175.06
		Subtotal	***$275,055.00***	***$133,884.62***	***$408,939.62***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00		$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00	$27,827.52	$574,439.52
544-500386	Meals Home Delivered	2019	$136,653.00	$437,786.52	$574,439.52
		Subtotal	***$956,571.00***	***$465,614.04***	***$1,422,185.04***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00		$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50	$18,579.40	$383,531.90
544-500386	Meals Home Delivered	2019	$91,239.50	$292,292.40	$383,531.90
		Subtotal	***$638,671.00***	***$310,871.80***	***$949,542.80***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00		$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00	$6,512.80	$134,442.80
544-500386	Meals Home Delivered	2019	$31,982.50	$102,460.30	$134,442.80
		Subtotal	***$223,877.50***	***$108,973.10***	***$332,850.60***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50		$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50	$6,944.28	$143,349.78
544-500386	Meals Home Delivered	2019	$34,100.00	$109,249.78	$143,349.78
		Subtotal	***$238,711.00***	***$116,194.06***	***$354,905.06***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50		$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00	$10,634.96	$219,535.96
544-500386	Meals Home Delivered	2019	$52,228.00	$167,307.96	$219,535.96
		Subtotal	***$365,579.50***	***$177,942.92***	***$543,522.42***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Subtotal	***$4,576,836.00***	***$2,227,768.78***	***$6,804,604.78***

Summary by Vendor by Year

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,931.10	$0.00	$875,931.10
		2018	$1,751,856.70	$89,011.44	$1,840,868.14
		2019	$437,968.30	$1,402,899.84	$1,840,868.14
		Subtotal	***$3,065,756.10***	***$1,491,911.28***	***$4,557,667.38***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,893.80	$0.00	$53,893.80
		2018	$107,787.60	$5,412.12	$113,199.72
		2019	$26,946.90	$86,252.82	$113,199.72
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,696.90	$0.00	$144,696.90
		2018	$289,359.10	$14,713.09	$304,072.19
		2019	$72,345.70	$231,726.49	$304,072.19
		Subtotal	***$506,401.70***	***$246,439.58***	***$752,841.28***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,243.40	$0.00	$676,243.40
		2018	$1,352,457.60	$68,596.71	$1,421,054.31
		2019	$338,112.60	$1,082,941.71	$1,421,054.31
		Subtotal	***$2,366,813.60***	***$1,151,538.42***	***$3,518,352.02***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$17,600.00	$896.00	$18,496.00
		2019	$4,400.00	$14,096.00	$18,496.00
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,872.80	$0.00	$33,872.80
		2018	$67,745.60	$3,387.28	$71,132.88
		2019	$16,941.60	$54,191.28	$71,132.88
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,643.80		$363,643.80
		2018	$727,282.10	$36,971.20	$764,253.30
		2019	$181,827.40	$582,425.90	$764,253.30
		Subtotal	***$1,272,753.30***	***$619,397.10***	***$1,892,150.40***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,224.00	$0.00	$213,224.00
		2018	$426,442.50	$21,709.80	$448,152.30
		2019	$106,612.00	$341,540.30	$448,152.30
		Subtotal	***$746,278.50***	***$363,250.10***	***$1,109,528.60***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,737.00	$0.00	$819,737.00
		2018	$1,639,463.60	$83,318.81	$1,722,782.41
		2019	$409,863.30	$1,312,919.11	$1,722,782.41
		Subtotal	***$2,869,063.90***	***$1,396,237.92***	***$4,265,301.82***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$856,915.10	$0.00	$856,915.10
		2018	$1,713,814.30	$87,203.28	$1,801,017.58
		2019	$428,460.30	$1,372,557.28	$1,801,017.58
		Subtotal	***$2,999,189.70***	***$1,459,760.56***	***$4,458,950.26***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,440.70	$0.00	$33,440.70
		2018	$66,881.40	$3,358.18	$70,239.58
		2019	$16,708.50	$53,531.08	$70,239.58
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,860.60	$0.00	$19,860.60
		2018	$39,721.20	$1,994.44	$41,715.64
		2019	$9,930.30	$31,785.34	$41,715.64
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,171.50	$0.00	$221,171.50
		2018	$442,337.50	$22,519.00	$464,856.50
		2019	$110,588.50	$354,268.00	$464,856.50
		Subtotal	***$774,097.50***	***$376,787.00***	***$1,150,884.50***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,134.50	$0.00	$401,134.50
		2018	$802,258.00	$40,655.88	$842,913.88
		2019	$200,564.50	$642,349.38	$842,913.88
		Subtotal	***$1,403,957.00***	***$683,005.26***	***$2,086,962.26***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,457.10	$0.00	$325,457.10
		2018	$650,879.50	$33,095.23	$683,974.73
		2019	$162,716.70	$521,258.03	$683,974.73
		Subtotal	***$1,139,053.30***	***$554,353.26***	***$1,693,406.56***

Summary for All Vendors by Year

		SFY	Current Budget	(Decrease)	Modified Budget
		2017	$5,048,022.30	$0.00	$5,048,022.30
		2018	$10,095,886.70	$512,842.46	$10,608,729.16
		2019	$2,523,986.60	$8,084,742.56	$10,608,729.16
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
7872-541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
7872-512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
7872-541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
7872-512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
7872-541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
9255-544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
9255-544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
9255-544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

7872-512-500352	Transportation of Clients	all	$2,616,837.60	$1,271,490.62	$3,888,328.22
7872-541-500383	Meals - Congregate	all	$3,539,585.50	$1,457,007.82	$4,996,593.32
7872-544-500386	Meals - Home Delivered	all	$6,934,636.50	$3,641,317.80	$10,575,954.30
9255-544-500386	Meals Home Delivered	all	$4,576,836.00	$2,227,768.78	$6,804,604.78
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Grand Total SFY17	2017	**$5,048,022.30**	**$0.00**	**$5,048,022.30**
Grand Total SFY18	2018	**$10,095,886.70**	**$512,842.46**	**$10,608,729.16**
Grand Total SFY19	2019	**$2,523,986.60**	**$8,084,742.56**	**$10,608,729.16**
Total Contract		**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated this 2nd day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Newport Senior Center, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 76 South Main Street, Newport, NH, 03773.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, 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; and

WHEREAS, the parties agree to increase the service rates, extend the completion date, and increase the price limitation;

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

1. Amend General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. Amend General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $619,398 from $1,272,754 to read $1,892,152.
3. Amend General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Delete Exhibit B-1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #1, Rate Sheet.
6. Add Attachment A – Amendment #1, Attestation.

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

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

State of New Hampshire
Department of Health and Human Services

11/14/17
Date

Christine L. Santaniello
Director

Newport Senior Center, Inc.

November 2nd 2017
Date

Larry K Eaton Pres.
Name:
Title:

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Sullivan on November 2, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Wendy A. Callum, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: WENDY A. CALLUM
Notary Public - New Hampshire
My Commission Expires May 4, 2021

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

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date

Name: Meyer A. Yaffe
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	21,745	$5.50	$ 119,597.50
Title IIIC HD Meals	Per Meal	22,719	$5.50	$ 124,954.50
Title IIIC Cong Meals	Per Meal	14,612	$5.50	$ 80,366.00
Title IIIB Transportation	PerClient/PerDay	1,634	$23.70	$ 38,725.80
			Subtotal	*$ 363,643.80*

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	43,490	$5.78	$ 251,372.20
Title IIIC HD Meals	Per Meal	45,438	$5.78	$ 262,631.64
Title IIIC Cong Meals	Per Meal	29,223	$5.78	$ 168,908.94
Title IIIB Transportation	PerClient/PerDay	3,268	$24.89	$ 81,340.52
			Subtotal	*$ 764,253.30*

7/1/2018 through 6/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	43,490	$5.78	$ 251,372.20
Title IIIC HD Meals	Per Meal	45,438	$5.78	$ 262,631.64
Title IIIC Cong Meals	Per Meal	29,223	$5.78	$ 168,908.94
Title IIIB Transportation	PerClient/PerDay	3,268	$24.89	$ 81,340.52
			Subtotal	*$ 764,253.30*

Total	$ 1,892,150.40

Contractor Initials: KQ

Date: 11-2-17

Attachment A – Amendment #1

ATTESTATION

For Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit (per diem or per meal) rates or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the agency named below, I certify that the agency named below will use the increase in funding exclusively to increase service unit rates for the administration of the services listed on Exhibit B-1 - Amendment #1, Rate Sheet and that the state may request an audit of our records to confirm the same.

Larry K. Eaton, President Newport Senior Center, Inc.

Name, Title, and Agency Name

Larry K Eaton

Signature

11-2-17

Date

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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

November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed $17,667,902 effective January 1, 2017, or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814
Greater Wakefield Resource Center	TBD	Union	$30,800
Lamprey Health Care	177677	Newmarket	$118,560
Newport Senior Center	177250	Newport	$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064
St Joseph Community Services	155093	Merrimack	$2,999,190
Strafford Nutrition MOW	260818	Somersworth	$774,098
Southwestern Community Services	TBD	Keene	$117,031
The Gibson Center for Senior Services	155344	North Conway	$506,402
Tri-County Community Action Program	TBD	Berlin	$1,403,957
VNA at HCS	177274	Keene, NH	$1,139,054
		Total:	$17,667,902

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

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

Nutrition and Transportation Services
RFA Name

RFA-2017-BEAS-06-NUTRI
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. CAP Belknap-Merrimack Counties, Inc.		150	150
2. CAP Strafford County		150	105
3. Easter Seals NH		150	142
4. Grafton County Senior Citizens Council, Inc.		150	150
5. Greater Wakefield Resource Center		150	105
6. Lamprey Health Care		150	150
7. Nashua Transit System		150	135
8. Newport Senior Center, Inc.		150	130
9. Ossipee Concerned Citizens, Inc.		150	125
10. Rockingham Nutrition Meals on Wheels		150	150
11. St. Joseph Community Services, Inc.		150	145

Reviewer Names

1. Tracey Tarr, Administrator II, Elderly & Adult Srvcs, DHHS
2. Jean Crouch, Supervisor VII, DEAS
3. Wendy Aultman, Administrator I DEAS
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7.
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12. Strafford Nutrition Meals on Wheels		150	135
13. The Gibson Center for Senior Services, Inc		150	150
14. Tri County CAP, Inc.		150	150
15. VNA at HCS		150	130
16. Southwestern Community Services		150	120
17. 0		150	0
18. 0		150	0
19. 0		150	0
20. 0		150	0

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$124,614.60
541-500383	Meals - Congregate	2017	$183,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50
512-500352	Transportation of Clients	2018	$248,229.20
541-500383	Meals - Congregate	2018	$327,189.50
544-500386	Meals - Home Delivered	2018	$669,515.00
512-500352	Transportation of Clients	2019	$62,307.30
541-500383	Meals - Congregate	2019	$81,798.00
544-500386	Meals - Home Delivered	2019	$167,381.50
		Subtotal	$2,180,388.10

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$53,893.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$107,787.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$12,845.40
541-500383	Meals - Congregate	2017	$48,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10
541-500383	Meals - Congregate	2018	$93,500.00
544-500386	Meals - Home Delivered	2018	$130,795.50
512-500352	Transportation of Clients	2019	$36,422.70
541-500383	Meals - Congregate	2019	$23,375.00
544-500386	Meals - Home Delivered	2019	$32,697.50
		Subtotal	$437,453.70

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$18,912.00
541-500383	Meals - Congregate	2017	$187,821.50
544-500386	Meals - Home Delivered	2017	$216,107.00
512-500352	Transportation of Clients	2018	$37,824.00
541-500383	Meals - Congregate	2018	$375,643.00
544-500386	Meals - Home Delivered	2018	$432,146.00
512-500352	Transportation of Clients	2019	$56,853.10
541-500383	Meals - Congregate	2019	$93,913.50
544-500386	Meals - Home Delivered	2019	$60,536.50
		Subtotal	$1,861,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$0.00
541-500383	Meals - Congregate	2017	$8,800.00
544-500386	Meals - Home Delivered	2017	$0.00
512-500352	Transportation of Clients	2018	$0.00
541-500383	Meals - Congregate	2018	$17,600.00
544-500386	Meals - Home Delivered	2018	$0.00
512-500352	Transportation of Clients	2019	$0.00
541-500383	Meals - Congregate	2019	$4,400.00
544-500386	Meals - Home Delivered	2019	$0.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$33,872.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$67,745.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,941.60
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$38,725.80
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	$249,909.00
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$854,159.30

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$125,554.00
544-500386	Meals - Home Delivered	2018	$143,715.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$31,388.50
544-500386	Meals - Home Delivered	2019	$35,931.50
		Subtotal	$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60
541-500383	Meals - Congregate	2018	$247,500.00
544-500386	Meals - Home Delivered	2018	$663,674.00
512-500352	Transportation of Clients	2019	$45,416.80
541-500383	Meals - Congregate	2019	$61,875.00
544-500386	Meals - Home Delivered	2019	$165,918.50
		Subtotal	$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$25,001.80
541-500383	Meals - Congregate	2017	$155,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80
541-500383	Meals - Congregate	2018	$317,075.00
544-500386	Meals - Home Delivered	2018	$981,794.00
512-500352	Transportation of Clients	2019	$12,500.80
541-500383	Meals - Congregate	2019	$79,275.50
544-500386	Meals - Home Delivered	2019	$248,448.50
		Subtotal	$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$33,440.70
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$66,881.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,708.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$19,860.60
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$55,840.50
544-500386	Meals - Home Delivered	2018	$258,487.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$13,986.50
544-500386	Meals - Home Delivered	2019	$64,619.50
		Subtotal	$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00
544-500386	Meals - Home Delivered	2017	$352,670.00
512-500352	Transportation of Clients	2018	$204,980.00
541-500383	Meals - Congregate	2018	$155,732.50
544-500386	Meals - Home Delivered	2018	$705,140.00
512-500352	Transportation of Clients	2019	$51,245.00
541-500383	Meals - Congregate	2019	$38,934.50
544-500386	Meals - Home Delivered	2019	$176,285.00
		Subtotal	$1,165,246.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$28,985.10
541-500383	Meals - Congregate	2017	$73,276.80
544-500386	Meals - Home Delivered	2017	$318,745.00
512-500352	Transportation of Clients	2018	$57,946.50
541-500383	Meals - Congregate	2018	$146,542.50
544-500386	Meals - Home Delivered	2018	$237,484.50
512-500352	Transportation of Clients	2019	$14,480.70
541-500383	Meals - Congregate	2019	$36,635.50
544-500386	Meals - Home Delivered	2019	$59,372.50
		Subtotal	$773,473.80

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70
541-500383	Meals - Congregate	2018	$2,022,608.50
544-500386	Meals - Home Delivered	2018	$3,962,640.00
512-500352	Transportation of Clients	2019	$373,816.60

541-500383	Meals - Congregate	2019	$505,659.00
544-500386	Meals - Home Delivered	2019	$990,671.00
		Subtotal	$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50
544-500386	Meals Home Delivered	2018	$505,823.00
544-500386	Meals Home Delivered	2019	$126,483.50
		Subtotal	$885,368.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50
544-500386	Meals Home Delivered	2019	$9,850.50
		Subtotal	$68,948.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50
544-500386	Meals Home Delivered	2019	$72,209.50
		Subtotal	$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00
544-500386	Meals Home Delivered	2019	$59,801.50
		Subtotal	$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50
544-500386	Meals Home Delivered	2019	$39,292.00
		Subtotal	$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00
544-500386	Meals Home Delivered	2019	$136,653.00
		Subtotal	$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00
544-500386	Meals Home Delivered	2018	$364,962.50
544-500386	Meals Home Delivered	2019	$91,239.50
		Subtotal	$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00
544-500386	Meals Home Delivered	2019	$31,982.50
		Subtotal	$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50
544-500386	Meals Home Delivered	2019	$34,100.00
		Subtotal	$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00
544-500386	Meals Home Delivered	2019	$52,228.00
		Subtotal	$365,579.50

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50
544-500386	Meals Home Delivered	2019	$653,840.00
		Subtotal	$4,576,836.00

Summary by Vendor by Year

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

		State Fiscal Year	Current Modified Budget
		2017	$875,931.10
		2018	$1,751,856.70
		2019	$437,968.30
		Subtotal	$3,065,756.10

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

		State Fiscal Year	Current Modified Budget
		2017	$53,893.80
		2018	$107,787.60
		2019	$26,946.90
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget
		2017	$144,696.90
		2018	$289,359.10
		2019	$72,345.70
		Subtotal	$506,401.70

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

		State Fiscal Year	Current Modified Budget
		2017	$676,243.40
		2018	$1,352,457.60
		2019	$338,112.60
		Subtotal	$2,366,813.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		State Fiscal Year	Current Modified Budget
		2017	$8,800.00
		2018	$17,600.00
		2019	$4,400.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget
		2017	$33,872.80
		2018	$67,745.60
		2019	$16,941.60
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget
		2017	$363,643.80
		2018	$727,282.10
		2019	$181,827.40
		Subtotal	$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget
		2017	$213,224.00
		2018	$426,442.50
		2019	$106,612.00
		Subtotal	$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget
		2017	$819,737.00
		2018	$1,639,463.60
		2019	$409,863.30
		Subtotal	$2,869,063.90

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget
		2017	$856,915.10
		2018	$1,713,814.30
		2019	$428,460.30
		Subtotal	$2,999,189.70

Southwestern Community Services (Vendor #177511)

		State Fiscal Year	Current Modified Budget
		2017	$33,440.70
		2018	$66,881.40
		2019	$16,708.50
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget
		2017	$19,860.60
		2018	$39,721.20
		2019	$9,930.30
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget

		2017	$221,171.50
		2018	$442,337.50
		2019	$110,588.50
		Subtotal	$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	$401,134.50
		2018	$802,258.00
		2019	$200,564.50
		Subtotal	$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	$325,457.10
		2018	$650,879.50
		2019	$162,716.70
		Subtotal	$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	$5,048,022.30
		2018	$10,095,886.70
		2019	$2,523,986.60
		Subtotal	$17,667,895.60

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-08)

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Newport Senior Center, Inc.		1.4 Contractor Address 76 South Main Street PO Box 387 Newport, NH 03773	
1.5 Contractor Phone Number 603-863-5139	1.6 Account Number 05-095-48-481010-92550000 05-095-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $1,272,754
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature Larry K Eaton		1.12 Name and Title of Contractor Signatory LARRY K. EATON Pres.	

1.13 Acknowledgement: State of New Hampshire, County of Sullivan

On November 28, 2016, 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]

WENDY A. CALLUM
Notary Public - New Hampshire
My Commission Expires May 4, 2021

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Date: 12/1/16	1.15 Name and Title of State Agency Signatory Maureen Ryan Director

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: Attorney General On: Dec. 2, 2016

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

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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 $1,000,000per 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.

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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.

Contractor Initials RKE

Date 11-28-16

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. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the services areas listed in Exhibit A-1.

1.4. The Contractor agrees that services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).

1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of **Sciences, as** well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.

2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:

2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.

2.1.3.2. Provide transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).

2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order

2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:

2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.

2.1.4.2. Provide transportation services based on a fixed route schedule defined by the Contractor.

2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.

2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3: Administration of Services

3.1. Access to Services

3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.

3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:

3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.

3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.

3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during

the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.

3.3.4. The Contractor shall re-determine client eligibility for services in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.

3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

3.4. Client Assessments and Service Plans

3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health, or developmental issues or criminal histories.

3.5. Person Centered Provision of Services

3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:

3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.

3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.

3.5.1.4. Individuals receive the information he/she needs to make informed decisions.

3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.

3.5.1.7. Individuals' rights are affirmed and protected.

3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.

3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

3.6.1.4. Agrees not to bill or invoice clients and/or their families.

3.6.1.5. Agrees that all donations support the program for which donations were given.

3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.

3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.

3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

3.6.2.4. Agrees that all fees support the program for which donations were given.

3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.

3.7. Adult Protection Services

3.7.1. The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.

3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

3.7.4. The Contractor agrees that the payment received from 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 such as in Section 1.3.4, from the individual for those services.

3.8. Referring Clients to Other Services

3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.

3.9. Client Wait Lists

3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

3.9.3. The Contractor shall include at a minimum the following information on its wait list:

3.9.3.1. The individual's full name and date of birth.

3.9.3.2. The name of the service being requested.

3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

3.9.3.5. 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.

3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.

3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

3.9.4.2. Declining mental or physical health of the caregiver.

3.9.4.3. Declining mental or physical health of the individual.

3.9.4.4. Individual has no respite services while living with a caregiver.

3.9.4.5. Length of time on the wait list.

3.9.4.6. 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.

3.9.4.7. 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.

3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

3.10. Criminal Background Check and BEAS State Registry Checks

3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving

services, before the staff member or volunteer begins providing services.

3.10.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

3.11. Grievance and Appeals

3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name.

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client.

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent

disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.



4. Staffing

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

4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.

4.1.2. 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.

4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:

4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.

4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.

4.1.5.3. A description of time frames necessary for obtaining staff replacements.

4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.

5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

5.1.1.1. The number of clients served by town and in the aggregate;

5.1.1.2. Total amount of donations collected.

5.1.1.3. Expenses by program service provided.

5.1.1.4. Revenue, by program service provided, by funding source.

5.1.1.5. Total amount of donation and/or fees collected from all individuals.

5.1.1.6. Actual Units served, by program service provided, by funding source.

5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.

5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.

5.1.1.9. Unmet need/waiting list.

5.1.1.10. Lengths of time clients are on a waiting list.

5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.

5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:

5.1.3.1. For home-delivered meals:

5.1.3.1.1. The number of meals served by client and by town.

5.1.3.1.2. The number of meals served in the aggregate; and

5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.

5.1.3.2. For transportation:

5.1.3.2.1. The number of clients served by town and in the aggregate;

5.1.3.2.2. The number of miles in the aggregate;

5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.

6. Performance Measures

6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:

6.1.1. All clients served meet eligibility requirements;

6.1.2. The contractor identified, located and served the people who need and could benefit from services.

6.1.3. The contractor determined and redetermined accurate and timely eligibility

6.1.4. Clients receive services in accordance with their needs.

6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

6.2.1.1. Data

6.2.1.2. Financial records

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

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

6.2.1.5. Scheduled phone access to Contractor principals and staff

6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.

Service Area

The Contractor shall provide services in Exhibit A, Scope of Services, in accordance with the rates in Exhibit B-1, Rate Sheet, to eligible individuals in the following towns/counties/cities.

Name of Service	County/Counties	Towns/Cities where Services will be offered
Home-Delivered Meals	Sullivan	Acworth
Home-Delivered Meals	Sullivan	Charlestown
Home-Delivered Meals	Sullivan	Claremont
Home-Delivered Meals	Sullivan	Cornish
Home-Delivered Meals	Sullivan	Croydon
Home-Delivered Meals	Sullivan	Goshen
Home-Delivered Meals	Sullivan	Grantham
Home-Delivered Meals	Sullivan	Langdon
Home-Delivered Meals	Sullivan	Lempster
Home-Delivered Meals	Sullivan	Newport
Home-Delivered Meals	Sullivan	Springfield
Home-Delivered Meals	Sullivan	Sunapee
Home-Delivered Meals	Sullivan	Unity
Home-Delivered Meals	Sullivan	Washington
Congregate Meals	Sullivan	Claremont
Congregate Meals	Sullivan	Newport
Transportation	Sullivan	Newport

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with federal funds. Availability of federal funds is contingent upon meeting the requirements outlined in the:
   - Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3CM, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3HD, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2
   - Catalog of Federal Domestic Assistance #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
   4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
   4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
   4.3. Invoices shall be submitted to:

   Bureau of Elderly and Adult Services Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.

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 the said services have not been completed in accordance with the terms and conditions of this Agreement.

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	22,719	$5.50	$ 124,954.50
Title IIIC Cong Meals	Per Meal	14,612	$5.50	$ 80,366.00
Title XX HD Meals	Per Meal	21,745	$5.50	$ 119,597.50
Title IIIB Transportation	PerClient/PerDay	1,634	$23.70	$ 38,725.80

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	45,438	$5.50	$ 249,909.00
Title IIIC Cong Meals	Per Meal	29,223	$5.50	$ 160,726.50
Title XX HD Meals	Per Meal	43,490	$5.50	$ 239,195.00
Title IIIB Transportation	PerClient/PerDay	3,268	$23.70	$ 77,451.60

7/1/2018 through 09/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	11,360	$5.50	$ 62,480.00
Title IIIC Cong Meals	Per Meal	7,306	$5.50	$ 40,183.00
Title XX HD Meals	Per Meal	10,873	$5.50	$ 59,801.50
Title IIIB Transportation	PerClient/PerDay	817	$23.70	$ 19,362.90

Contractor Initials: RKE

Date: 11-28-16

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.

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 Division 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:

11-28-16
Date

Lavry K Eaton Pres.
Name:
Title:

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-I.)

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

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

Contractor Name:

11-28-16
Date

Lawrence Eaton Bus
Name:
Title:

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 (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:

11-28-16
Date

Larry K Eaton Pres.
Name:
Title:

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.

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:

11-28-16
Date

Larry K Eaton
Name:
Title:

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:

11-28-16
Date

Larry K Eaton
Name:
Title:

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

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	Newport Senior Center, Inc.
	Name of the Contractor
Maureen Ryan	Larry K Eaton
Signature of Authorized Representative	Signature of Authorized Representative
Maureen Ryan	LARRY K. EATON
Name of Authorized Representative	Name of Authorized Representative
Director, OHS	President
Title of Authorized Representative	Title of Authorized Representative
12/1/16	11-28-16
Date	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:

11-28-12
Date

Newport Senior Center
Name:
Title: Larry K Eaton Pres

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: 167385814

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Nutrition and Transportation Contract

This 2nd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated this 26th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Ossipee Concerned Citizens, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 3 Dore Street, Center Ossipee, NH 03814.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), as amended on December 20, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the services rates, and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,591,797.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit B-1 Amendment #1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #2, Rate Sheet.

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

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

State of New Hampshire

Department of Health and Human Services

1/30/19
Date

Name: Christine Santaniello
Title: Director, DLTSS

Ossipee Concerned Citizens, Inc.

01/28/2019
Date

Name: Roland Millette
Title: Vice Chairman Board of Directors

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Carroll on January 28, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of ~~Notary Public~~ or Justice of the Peace

Kellie J. Skehan; Justice of the Peace
Name and Title of Notary or Justice of the Peace

KELLIE J. SKEHAN, Justice of the Peace
State of New Hampshire
My Commission Expires January 18, 2022

My Commission Expires: January 18, 2022

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

OFFICE OF THE ATTORNEY GENERAL

1/31/19
Date

Name: Megan A. Yost
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Rate Sheet
Amendment #2

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	14,289	$5.50		$ 78,589.50
Title IIIC HD Meals	Per Meal	13,065	$5.50		$ 71,857.50
Title IIIC Cong Meals	Per Meal	11,414	$5.50		$ 62,777.00
			Subtotal		*$ 213,224.00*

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	28,577	$5.78		$ 165,175.06
Title IIIC HD Meals	Per Meal	26,130	$5.78		$ 151,031.40
Title IIIC Cong Meals	Per Meal	22,828	$5.78		$ 131,945.84
			Subtotal		*$ 448,152.30*

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service 7/1/18-12/31/18	Rate per Service 1/1/19-6/30/19	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	28,577	$5.78	$6.00	$ 171,462.00
Title IIIC HD Meals	Per Meal	26,130	$5.78	$6.00	$ 156,780.00
Title IIIC Cong Meals	Per Meal	22,828	$5.78	$6.00	$ 136,968.00
			Subtotal		*$ 465,210.00*

7/1/2019 through 06/30/2020 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	28,577	$6.00		$ 171,462.00
Title IIIC HD Meals	Per Meal	26,130	$6.00		$ 156,780.00
Title IIIC Cong Meals	Per Meal	22,828	$6.00		$ 136,968.00
			Subtotal		*$ 465,210.00*

Total		$ 1,591,796.30

Contractor Initials: BJM
Date: 8/28/2019

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 OSSIPEE CONCERNED CITIZENS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 12, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **66575**
Certificate Number : **0004103659**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 31st day of May A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Ossipee Concerned Citizens, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 09/18/2018:
(Date)

RESOLVED: That the Vice Chairman 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 01 day of 28, 2019.
(Date Amendment Signed)

4. Roland Millette is the duly elected Vice Chariman of The Board of Directors
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Robert W. Morin
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 28 day of JAN, 2019,

By Robert W. Morin.
(Name of Elected Officer of the Agency)

Patricia A. Hodge DTC
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: PATRICIA A. HODGE
Justice of the Peace - New Hampshire
My Commission Expires January 27, 2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/30/2019

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

PRODUCER: Antonucci Insurance Services, Inc. PO Box 1115 Wolfeboro Falls NH 03896	CONTACT NAME: TINA ANTONUCCI PHONE (A/C, No, Ext): 603-569-8933 FAX (A/C, No): 603-569-8936 E-MAIL ADDRESS: TINA@ANTONUCCIINSURANCE.COM
INSURED: Ossipee Concerned Citizens Inc PO Box 426 Center Ossipee NH 03814-0426	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: WESTERN WORLD (NH UNDERWRITERS) INSURER B: PEERLESS INSURANCE (DB WARLICK & CO) INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			NPP1340796	09/08/2018	09/08/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 1,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC9340947	08/22/2018	08/22/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tina L. Antonucci

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Ossipee Concerned Citizens, Inc.

Mission Statement

The "Mission Statement" of Ossipee Concerned Citizens, Inc., is as follows;

"To promote the growth and prosperity of the Town of Ossipee and vicinity" (From 1975)

OSSIPEE CONCERNED CITIZENS, INC.
(A NONPROFIT ORGANIZATION)

FOR THE YEARS ENDED JUNE 30, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORT

DRAFT

OSSIPEE CONCERNED CITIZENS, INC.

JUNE 30, 2018 AND 2017

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DRAFT

To the Board of Directors
Ossipee Concerned Citizens, Inc.
Ossipee, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements
We have audited the accompanying financial statements of the Ossipee Concerned Citizens, Inc., (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017 and the related statements of activities, cash flows, functional expenses and the related notes to the financial statements for the years then ended.

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 misstatements, whether due to fraud or error.

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Ossipee Concerned Citizens, Inc. as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

January 17, 2019
North Conway, New Hampshire

DRAFT

OSSIPEE CONCERNED CITIZENS, INC.

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2018 AND 2017

DRAFT

ASSETS

	2018	2017
CURRENT ASSETS		
Cash and cash equivalents	$ 89,261	$ 115,470
Investments	99,890	96,141
Accounts receivable	32,583	33,168
Payroll tax receivable	6,333	6,333
Inventories	10,000	10,000
Total current assets	238,067	261,112
PROPERTY, net	69,005	60,659
Total assets	$ 307,072	$ 321,771

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 749	$ 1,963
Accrued expenses	1,500	3,363
Current portion of long-term debt	-	4,077
Security deposit	88	88
Total current liabilities	2,337	9,491
LONG TERM LIABILITIES		
Long term debt, less current portion shown above	-	3,305
Total liabilities	2,337	12,796
NET ASSETS		
Unrestricted	288,733	280,145
Temporarily restricted	16,002	28,830
Total net assets	304,735	308,975
Total liabilities and net assets	$ 307,072	$ 321,771

See Notes to Financial Statements

OSSIPEE CONCERNED CITIZENS, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2018

CHANGES IN NET ASSETS	Unrestricted	Temporarily Restricted	Total
Public Support			
Federal and state grants	$ 629,123	$ -	$ 629,123
Other grants	3,080	-	3,080
Town support	77,968	-	77,968
Donated rental space	56,000	-	56,000
Client and other donations	72,912	-	72,912
Fundraising and other support	29,412	14,954	44,366
Total public support	868,495	14,954	883,449
Revenues			
Program service revenue	73,817	-	73,817
Interest and dividends	2,857	-	2,857
Increase in fair value of investments	1,065	-	1,065
Total revenues	946,234	14,954	961,188
Net assets released from restrictions	27,782	(27,782)	-
Net revenues	974,016	(12,828)	961,188
Expenses			
Program	753,744	-	753,744
General and administrative	211,542	-	211,542
Fundraising	142	-	142
Total expenses	965,428	-	965,428
INCREASE (DECREASE) IN NET ASSETS	8,588	(12,828)	(4,240)
NET ASSETS, BEGINNING OF YEAR	280,145	28,830	308,975
NET ASSETS, END OF YEAR	$ 288,733	$ 16,002	$ 304,735

DRAFT

See Notes to Financial Statements

OSSIPEE CONCERNED CITIZENS, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2017

CHANGES IN NET ASSETS	Unrestricted	Temporarily Restricted	Total
Public Support			
Federal and state grants	$ 591,471	$ -	$ 591,471
Other grants	8,222	8,000	16,222
Town support	78,169	-	78,169
Donated rental space	56,000	-	56,000
Client and other donations	57,235	17,175	74,410
Fundraising and other support	40,088	-	40,088
Total public support	831,185	25,175	856,360
Revenues			
Program service revenue	60,376	-	60,376
Interest and dividends	6,686	-	6,686
Realized gains	779	-	779
Increase in fair value of investments	3,241	-	3,241
Total revenues	902,267	25,175	927,442
Net assets released from restrictions	17,149	(17,149)	-
Net revenues	919,416	8,026	927,442
Expenses			
Program	689,041	-	689,041
General and administrative	195,950	-	195,950
Fundraising	2,769	-	2,769
Total expenses	887,760	-	887,760
INCREASE IN NET ASSETS	31,656	8,026	39,682
NET ASSETS, BEGINNING OF YEAR	248,489	20,804	269,293
NET ASSETS, END OF YEAR	$ 280,145	$ 28,830	$ 308,975

DRAFT

See Notes to Financial Statements

OSSIPEE CONCERNED CITIZENS, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (4,240)	$ 39,682
Adjustments to reconcile change in net assets to net cash from operations:		
Depreciation expense	16,226	23,060
Increase in fair value of investments	(1,065)	(4,020)
Decrease (increase) in assets:		
Accounts receivable	585	353
Payroll tax receivable		(6,333)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	(3,077)	510
NET CASH PROVIDED BY OPERATING ACTIVITIES	8,429	53,252
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of buildings and improvements	(24,572)	(3,175)
Purchase of investments	(2,684)	(7,110)
NET CASH USED IN INVESTING ACTIVITIES	(27,256)	(10,285)
CASH FLOWS FROM FINANCING ACTIVITIES		
Debt issued	-	10,000
Repayment of debt	(7,382)	(2,618)
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	(7,382)	7,382
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(26,209)	50,349
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	115,470	65,121
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 89,261	$ 115,470
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 390	$ 405

DRAFT

See Notes to Financial Statements

OSSIPEE CONCERNED CITIZENS, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018

	Program	General and Administrative	Fundraising	Total
Salaries and wages	$ 332,761	$ 142,612	$ -	$ 475,373
Employee benefits	23,200	9,943	-	33,143
Payroll taxes	27,603	11,830	-	39,433
Professional services	7,188	3,081	-	10,269
Telephone and internet	1,952	836	-	2,788
Insurance	7,662	3,284	-	10,946
Training, dues and conferences	875	375	-	1,250
Dues and subscriptions	2,873	1,231	-	4,104
Advertising	5,273	-	-	5,273
Postage	450	193	-	643
Medical/wellness	381	164	-	545
Travel and entertainment	5,610	2,404	-	8,014
Rental value of donated space	50,400	5,600	-	56,000
Utilities	34,560	14,811	-	49,371
Depreciation	11,358	4,868	-	16,226
Trash removal	1,925	825	-	2,750
Small equipment	916	-	-	916
Repairs and maintenance	1,652	708	-	2,360
Automobile	1,215	521	-	1,736
Other property services	1,789	767	-	2,556
Contracted labor	7,654	3,280	-	10,934
Food supplies	197,241	-	-	197,241
Santa project	13,782	-	-	13,782
Helping fund	-	-	-	-
Fundraising	-	-	142	142
Program supplies	5,212	-	-	5,212
Interest	390	-	-	390
Miscellaneous	9,822	4,209	-	14,031
Total functional expenses	$ 753,744	$ 211,542	$ 142	$ 965,428

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See Notes to Financial Statements

OSSIPEE CONCERNED CITIZENS, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017

	Program	General and Administrative	Fundraising	Total
Salaries and wages	$ 312,154	$ 133,780	$ -	$ 445,934
Employee benefits	27,600	11,829	-	39,429
Payroll taxes	24,305	10,416	-	34,721
Professional services	4,039	1,731	-	5,770
Telephone and internet	1,844	790	-	2,634
Insurance	1,308	560	-	1,868
Training, dues and conferences	2,837	1,216	-	4,053
Dues and subscriptions	1,634	700	-	2,334
Advertising	2,138	-	-	2,138
Postage	473	203	-	676
Medical/wellness	615	263	-	878
Travel and entertainment	7,307	3,132	-	10,439
Rental value of donated space	50,400	5,600	-	56,000
Utilities	21,995	9,426	-	31,421
Rent	5,712	2,448	-	8,160
Depreciation	16,142	6,918	-	23,060
Trash removal	1,750	750	-	2,500
Repairs and maintenance	489	209	-	698
Automobile	533	228	-	761
Other property services	366	157	-	523
Contracted labor	8,630	3,699	-	12,329
Food supplies	166,543	-	-	166,543
Santa project	17,149	-	-	17,149
Helping fund	-	-	282	282
Fundraising	-	-	2,487	2,487
Program supplies	8,253	-	-	8,253
Interest	405	-	-	405
Miscellaneous	4,420	1,895	-	6,315
Total functional expenses	$ 689,041	$ 195,950	$ 2,769	$ 887,760

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See Notes to Financial Statements

OSSIPEE CONCERNED CITIZENS, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

The Ossipee Concerned Citizens, Inc. is a New Hampshire not-for-profit corporation. The purpose of the Organization is to operate a senior center, Meals on Wheels, and a daycare program that serves the residents of Ossipee, New Hampshire, and surrounding communities. Major sources of funds for operations are received from the Federal Government through the State of New Hampshire Division of Elderly and Adult Services.

Basis of Accounting

Ossipee Concerned Citizens, Inc.'s financial statements are presented on the accrual basis of accounting in accordance with accounting principles in the United State of America.

Basis of Presentation

The financial statement presentation follows the recommendations of the Accounting Standards Codification ("ASC") in its Statement of Accounting Standards (ASC) No. 958-210, *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC 958-210, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. At June 30, 2018 and 2017, the Organization had only unrestricted and temporarily restricted net assets.

Accounting Estimates

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

Inventories

Inventories are stated at the lower of cost or market (determined on the first-in, first-out method) and consisted of food inventory.

Property and Depreciation

Purchased property is recorded at cost, or if donated, at estimated fair value on the date received. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the MACRS and straight-line methods over the estimated useful lives of the related assets as follows:

Leasehold improvements	15 years
Furniture, fixtures and equipment	5 years
Vehicles	5 years
Restaurant/kitchen equipment	5 - 15 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation and any gain or loss is recognized. Depreciation expense for the years ended June 30, 2018 and 2017 totaled $16,226 and $23,060, respectively.

Contributions

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

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and highly liquid investments with original maturities of three months or less.

Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the statement of financial position. Investment income or loss (including gains and losses on investment, interest, dividends) is included in the statement of activities as increases or decreases in unrestricted net assets unless the income or loss is restricted by the donor or law.

Income Taxes

The Organization is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation. As such, the Organization is exempt from income tax on its exempt function income.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Ossipee Concerned Citizens, Inc. has analyzed the Organization's tax position taken on its income tax returns for all open years (tax years 2014-2017), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Expense Allocation

The costs of providing various program and other activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

Advertising Policy
The Organization's policy is to expense advertising costs as they are incurred.

Fair Value of Financial Instruments
Accounting Standard Codification No. 825, "Financial Instruments," requires the Organization to disclose estimated fair value for its financial instruments. The carrying amounts of prepaid expenses, accounts payable, accrued expenses and function deposits approximate fair value because of the short maturity of those instruments.

Contributed Services
Ossipee Concerned Citizens, Inc. receives in-kind donations of both space and volunteer services. Building space, owned by the Town of Ossipee and donated to the Organization is recorded at an estimated rental value of $56,000 which reflects a rate equal to $8 per square foot times 7,000 square feet of space provided. The value of donated services in not reflected in the financial statements since there is no objective basis available by which to measure the value of such services and they do not represent specialized skills. However, a substantial number of volunteers, as well as the Organization's Board of Directors, have donated significant amounts of their time toward the Organization's various programs and fund-raising projects.

NOTE 2 LONG TERM DEBT
The long term debt as of June 30, 2018 and 2017 consisted of a loan with a financial institution at 5.50% with monthly payments of $302 for principal and interest through August 29, 2019. The loan was secured by a vehicle and paid in full at June 30, 2018. Balance outstanding at June 30, 2017 was $7,382.

NOTE 3 LINE OF CREDIT
Ossipee Concerned Citizens, Inc. has an available line of credit of $25,000. At June 30, 2018 and 2017, there were no outstanding balances.

NOTE 4 CONTINGENCIES
The Organization receives funds under various State grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If costs were found not to have been incurred in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2018 and 2017.

NOTE 5 TEMPORARILY RESTRICTED NET ASSETS

At June 30, 2018 and 2017, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

	2018	2017
Santa Fund	$16,002	$14,830
Bald Peak donation	-	14,000
Total	$16,002	$28,830

At June 30, 2018 and 2017, net assets released from restrictions consisted of the following:

	2018	2017
Santa Fund	$13,782	$17,149
Bald Peak donation	14,000	-
Total	$27,782	$17,149

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2018 and 2017 consisted of the following:

	2018	2017
Leasehold improvements	$ 48,628	$ 35,128
Furniture, fixtures and equipment	10,471	10,471
Vehicles	51,400	51,400
Restaurant/kitchen equipment	58,100	47,028
Total	168,599	144,027
Less accumulated depreciation	(99,594)	(83,368)
Net property and equipment	$ 69,005	$ 60,659

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NOTE 7 **INVESTMENTS**

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2018 and 2017:

	2018		2017	
	Cost	Market Value	Cost	Market Value
Investments				
Cash and equivalents	$ 3,166	$ 3,166	$ 7,622	$ 7,622
Mutual funds	45,056	56,182	37,988	47,977
Real property held for sale	40,542	40,542	40,542	40,542
Total	$ 88,764	$ 99,890	$ 86,152	$ 96,141

Investments in mutual funds are valued at the closing price reported in the active market in which the securities are traded. Management considers these investments to be long term in nature.

Components of investment return:

	2018	2017
Interest and dividends	$ 2,857	$ 6,686
Gain - realized	-	779
Gain – unrealized	1,065	3,241
Total investment return	$ 3,922	$ 10,706

NOTE 8 **FAIR VALUE MEASUREMENTS**

FASB ASC Topic No. 820-10 provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with *FASB ASC 820-10*, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 820* establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly

observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

Considering the terms, the carrying value for cash, short-term receivables and payable and refundable advances approximates fair value at June 30, 2018 and 2017.

The table below segregates all investments as of June 30, 2018 and 2017 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

	2018			
	Level 1	Level 2	Level 3	Total
Investments				
Cash and equivalents	$ 3,166	$ -	$ -	$ 3,166
Mutual funds	56,182	-	-	56,182
Real property held for sale	-	40,542	-	40,542
Total investments at fair value	$ 59,348	$ 40,542	$ -	$ 99,890

	2017			
	Level 1	Level 2	Level 3	Total
Investments				
Cash and equivalents	$ 7,622	$ -	$ -	$ 7,622
Mutual funds	47,977	-	-	47,977
Real property held for sale	-	40,542	-	40,542
Total investments at fair value	$ 55,599	$ 40,542	$ -	$ 96,141

NOTE 9 SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 17, 2019, the date the June 30, 2018 financial statements were available for issuance.

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OSSIPEE CONCERNED CITIZENS, INC.
BOARD MEMBERS 2018

Dean Robinson
Chairman
March 2016-2019

Robert Morin
Secretary
March 2018-2021

Tammy Bates
April 2018-2021

Bruce Crawford
March 2018-2021

Donald Miskelly
March 2016-2019

Karen Olszewski
October 2017-2020

Roland Millette
Vice Chairman
April 2018-2021

Robert Bossdorf
Treasurer
March 2016-2019

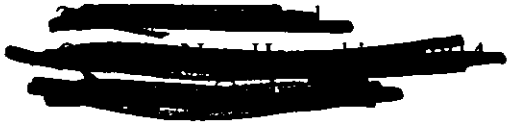
Priscilla Parsons
March 2016-2019

Judy Robertson
March 2016-2019

Sarah Scales
April 2018-2021

Gary Sowerby
March 2018-2021

DONNA E. SARGENT



EDUCATION: Bachelor of Science - Southern New Hampshire University

EXPERIENCE: 1979-2013

Executive Director - Ossipee Concerned Citizens, Inc.
Responsibilities include management of multi-purpose, inter-generational human services organization, including Carroll County WIC Program, Elderly Nutrition Program, senior center, and Children's Day Care Center. Duties include grant/proposal writing, liason with federal, state, and local funding sources, staff relations, fundraising, and fiscal management of annual operating budget in excess of $800,000.00 dollars.

1969-1978

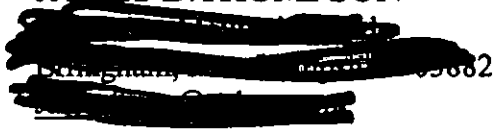
Site Coordinator - Carroll County Family Planning
Responsibilities included establishment and maintenance of Family Planning Program for Southern Carroll County. Duties included recruitment and counseling of clients, maintenance of required records, performance of blood pressure and weight checks, and pregnancy testing. Worked closely with physicians, school nurses, and other health and human service personnel. Preparation and distribution of all public relations relative to the program

CIVIC:
Advisory council member of NH Endowment for Health
Member of the First Congregational Church
Town.representative of Mount Washington Valley Economic Development Corporation – RCC.
Board member of Ossipee Main Street Program
Advisory Committee member of Carroll County Transportation
Past member of Ossipee Nursing Service Board of Directors
Member of Ossipee Planning Board.
Coach of girls basketball and softball teams

AWARDS: "Outstanding Young Women of America" (1980), FIRST Recepient of Northern NH Foundations Community Leadership Award' (1990)

PERSONAL: Sports, reading, gardening, people, animals

JAMES B.THOMPSON



EDUCATION: Bachelor of Science Degree – University of New Hampshire,

EXPERIENCE: 1991-2013

Deputy Director - Ossipee Concerned Citizens, Inc. Responsibilities include assistance to the Executive Director in development of budgets, revisions, amendments, financial management, expansion of existing programs, and goal-setting. Research grant availability, grant writing, and application submission. Maintain positive public relations to enhance agency image. Assistance to Executive Director with over-all management of all agency properties, on and off site, including financial considerations, maintenance and safety issues of all building and grounds. Assistance with staff relations and staff selection. Promotion , development, implementation of social and recreational activities at the senior center. Assistance with board and staff with fundraising.

1986-1991

Freelance writing and building construction

1981-1986

Community Development Director/ grant writing – Ossipee Concerned Citizens, Inc. Responsibilities included writing and administration of grants in excess of five-million dollars for water/sewer construction, housing rehabilitation, and other community development projects for the Town of Ossipee.

1972-1981

Town of Ossipee Recreation Director. Responsibilities included Development of a multi-age recreation department for the town. Responsible for establishment of goals and objectives for the new department, and institution of programs/activities to meet those needs.

CIVIC: Chairman, Board of Directors, Ossipee Concerned Citizens, Inc. Head Coach, Kingswood Regional High School boys basketball. Head Coach, Ossipee Babe Ruth Baseball. President of the New Hampshire Association of Senior Centers.

AWARDS: "Outstanding Young Men of America" (1985)

Amanda M. White, CLC

Education: 1997 Graduate of Kingswood Regional High School with Honors

1997-98 Paradise Valley Community College

Credits in General Studies and Early Childhood Education

Employment: February 2010 – Present

Elderly Nutrition Program Director– Ossipee Concerned Citizens, Inc.

Responsibilities: daily operations of the meals program, interview & screening of potential recipients of home delivered meals to determine eligibility, submit all required forms to the state for TXX & TIII Home delivered and Congregate clients, maintain accurate files on each recipient, submit and maintain required paperwork for Medicaid approved clients, maintain accurate records for meals served, contact appropriate town officials when necessary for approval, complete financial reimbursement forms for the state, towns, Medicaid and private payments, submit monthly and quarterly reports to the Executive Director for billing & unit statistical reports, work closely with other agencies & civic groups, submit monthly report to the Board of Directors, support other staff members to insure excellent service to our recipients, referrals to other services

June 2011 – Present

Program Assistant & Certified Lactation Counselor –

Goodwin Community Health Center, WIC Program

January 1999 – June 2011

Client Service Coordinator & Certified Lactation Counselor -

Ossipee Concerned Citizens, Inc., WIC Program

January 1998 – October 2000

Pre-school Teacher's Assistant –

Ossipee Concerned Citizens, Inc., Childcare Center

Ossipee Concerned Citizens, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Donna E. Sargent	Executive Director	48360	25	12090
James B. Thompson	Deputy Director	46280	10	4628
Amanda White	Meals Director	12636	100	12636

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301-3587
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 2, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $8,597,592 from $17,667,902 to an amount not to exceed $26,265,494 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, **retroactive** to July 1, 2017 effective upon Governor and Executive Council. The original agreements were approved by Governor and Executive Council on December 21, 2016 (Item # 15) and the contract with Rockingham Nutrition Meals on Wheels was amended on June 7, 2017 (Item #13). 43% General Funds/ 57% Federal Funds.

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757	$1,491,912	$4,557,669
Community Action Partnership of Strafford County	177200	Dover	$69,513	$33,780	$103,293
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629	$91,665	$280,294
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814	$1,151,539	$3,518,353
Greater Wakefield Resource Center	158408	Union	$30,800	$14,992	$45,792
Lamprey Health Care	177677	Newmarket	$118,560	$57,579	$176,139
Newport Senior Center	177250	Newport	$1,272,754	$619,398	$1,892,152
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279	$363,251	$1,109,530

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064	$1,396,238	$4,265,302
Southwestern Community Services	177511	Keene	$117,031	$56,890	$173,921
St Joseph Community Services	155093	Merrimack	$2,999,190	$1,459,761	$4,458,951
Strafford Nutrition MOW	260818	Somersworth	$774,098	$376,787	$1,150,885
The Gibson Center for Senior Services	155344	North Conway	$506,402	$246,440	$752,842
Tri-County Community Action Program	177195	Berlin	$1,403,957	$683,006	$2,086,963
VNA at HCS	177274	Keene, NH	$1,139,054	$554,354	$1,693,408
		Total:	**$17,667,902**	**$8,597,592**	**$26,265,494**

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated in each year of the biennium (State Fiscal Years 2018 and 2019) a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services in HB144. The Department is amending the contracts to increase the per meal and per client per date transportation rates. The purpose of this request is to increase the price limitation and extend the completion date in order for the vendors to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will

prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services.

These contracts were selected through a competitive bid process. Sixteen (16) agreements were originally approved by the Governor and Executive Council, one (1) of which (City of Nashua) will be put before the Governor and Executive Council at a later date.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement includes the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for nine (9) months, leaving an additional one (1) year and three (3) months of renewal.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates paid for Nutrition and Transportation Services, and its inclusion of funding in the current biennium to support these increases will be unfulfilled.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,

Christine L. Santaniello
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,614.60		$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50		$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50		$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20	$12,514.04	$261,743.24
541-500383	Meals - Congregate	2018	$327,189.50	$16,656.92	$343,846.42
544-500386	Meals - Home Delivered	2018	$669,515.00	$34,084.40	$703,599.40
512-500352	Transportation of Clients	2019	$62,307.30	$199,435.94	$261,743.24
541-500383	Meals - Congregate	2019	$81,796.00	$262,050.42	$343,846.42
544-500386	Meals - Home Delivered	2019	$167,381.50	$536,217.90	$703,599.40
		Subtotal	***$2,180,388.10***	***$1,060,959.62***	***$3,241,347.72***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,893.80		$53,893.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$107,787.60	$5,412.12	$113,199.72
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$26,946.90	$86,252.82	$113,199.72
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,845.40		$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00		$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50		$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10	$1,288.77	$26,955.87
541-500383	Meals - Congregate	2018	$93,500.00	$4,760.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$130,795.50	$6,658.68	$137,454.18
512-500352	Transportation of Clients	2019	$6,422.70	$20,533.17	$26,955.87
541-500383	Meals - Congregate	2019	$23,375.00	$74,885.00	$98,260.00
544-500386	Meals - Home Delivered	2019	$32,697.50	$104,756.68	$137,454.18
		Subtotal	***$437,453.70***	***$212,882.30***	***$650,336.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,129.90		$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50		$187,621.50
544-500386	Meals - Home Delivered	2017	$161,073.00		$161,073.00
512-500352	Transportation of Clients	2018	$366,236.10	$18,389.07	$384,625.17
541-500383	Meals - Congregate	2018	$375,243.00	$19,103.28	$394,346.28
544-500386	Meals - Home Delivered	2018	$322,146.00	$16,400.16	$338,546.16
512-500352	Transportation of Clients	2019	$91,553.10	$293,072.07	$384,625.17
541-500383	Meals - Congregate	2019	$93,813.50	$300,532.78	$394,346.28
544-500386	Meals - Home Delivered	2019	$80,536.50	$258,009.66	$338,546.16
		Subtotal	***$1,861,352.60***	***$905,507.02***	***$2,766,859.62***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			
541-500383	Meals - Congregate	2017	$8,800.00		$8,800.00
544-500386	Meals - Home Delivered	2017			
512-500352	Transportation of Clients	2018			
541-500383	Meals - Congregate	2018	$17,600.00	$896.00	$18,496.00
544-500386	Meals - Home Delivered	2018			
512-500352	Transportation of Clients	2019			
541-500383	Meals - Congregate	2019	$4,400.00	$14,096.00	$18,496.00
544-500386	Meals - Home Delivered	2019			
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,872.80		$33,872.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$67,745.60	$3,387.28	$71,132.88
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,941.60	$54,191.28	$71,132.88
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.80		$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00		$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50		$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60	$3,888.92	$81,340.52
541-500383	Meals - Congregate	2018	$160,726.50	$8,182.44	$168,908.94
544-500386	Meals - Home Delivered	2018	$249,909.00	$12,722.64	$262,631.64
512-500352	Transportation of Clients	2019	$19,362.90	$61,977.62	$81,340.52
541-500383	Meals - Congregate	2019	$40,183.00	$128,725.94	$168,908.94
544-500386	Meals - Home Delivered	2019	$62,480.00	$200,151.64	$262,631.64
		Subtotal	***$854,159.30***	***$415,649.20***	***$1,269,808.50***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$62,777.00		$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50		$71,857.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$125,554.00	$6,391.84	$131,945.84
544-500386	Meals - Home Delivered	2018	$143,715.00	$7,316.40	$151,031.40
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$31,388.50	$100,557.34	$131,945.84
544-500386	Meals - Home Delivered	2019	$35,931.50	$115,099.90	$151,031.40
		Subtotal	***$471,223.50***	***$229,365.48***	***$700,588.98***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,844.00		$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00		$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00		$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60	$9,104.25	$190,781.85
541-500383	Meals - Congregate	2018	$247,500.00	$12,600.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$663,674.00	$33,787.04	$697,461.04
512-500352	Transportation of Clients	2019	$45,416.80	$145,365.05	$190,781.85
541-500383	Meals - Congregate	2019	$61,875.00	$198,225.00	$260,100.00
544-500386	Meals - Home Delivered	2019	$165,918.50	$531,542.54	$697,461.04
		Subtotal	***$1,912,492.90***	***$930,623.88***	***$2,843,116.78***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,001.60		$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50		$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00		$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80	$2,499.64	$52,492.44
541-500383	Meals - Congregate	2018	$317,075.00	($116,798.00)	$200,277.00
544-500386	Meals - Home Delivered	2018	$981,794.00	$182,922.24	$1,164,716.24
512-500352	Transportation of Clients	2019	$12,500.80	$39,991.64	$52,492.44
541-500383	Meals - Congregate	2019	$79,271.50	$121,005.50	$200,277.00
544-500386	Meals - Home Delivered	2019	$245,448.50	$919,267.74	$1,164,716.24
		Subtotal	***$2,360,518.70***	***$1,148,888.76***	***$3,509,407.46***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,440.70		$33,440.70
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$66,881.40	$3,358.18	$70,239.58
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,708.50	$53,531.08	$70,239.58
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,860.60		$19,860.60
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$39,721.20	$1,994.44	$41,715.64
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$9,930.30	$31,785.34	$41,715.64
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$27,973.00		$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50		$129,233.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$55,940.50	$2,847.88	$58,788.38
544-500386	Meals - Home Delivered	2018	$258,467.00	$13,158.32	$271,625.32
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$13,986.50	$44,801.88	$58,788.38
544-500386	Meals - Home Delivered	2019	$64,619.50	$207,005.82	$271,625.32
		Subtotal	***$550,220.00***	***$267,813.90***	***$818,033.90***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00		$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00		$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00		$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00	$10,249.00	$215,229.00
541-500383	Meals - Congregate	2018	$155,732.50	$7,928.20	$163,660.70
544-500386	Meals - Home Delivered	2018	$305,140.00	$15,534.40	$320,674.40
512-500352	Transportation of Clients	2019	$51,245.00	$163,984.00	$215,229.00
541-500383	Meals - Congregate	2019	$38,934.50	$124,726.20	$163,660.70
544-500386	Meals - Home Delivered	2019	$76,285.00	$244,389.40	$320,674.40
		Subtotal	***$1,165,246.00***	***$566,811.20***	***$1,732,057.20***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.10		$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50		$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00		$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50	$2,909.55	$60,856.05
541-500383	Meals - Congregate	2018	$146,547.50	$7,460.60	$154,008.10
544-500386	Meals - Home Delivered	2018	$237,484.50	$12,090.12	$249,574.62
512-500352	Transportation of Clients	2019	$14,480.70	$46,375.35	$60,856.05
541-500383	Meals - Congregate	2019	$36,635.50	$117,372.60	$154,008.10
544-500386	Meals - Home Delivered	2019	$59,372.50	$190,202.12	$249,574.62
		Subtotal	***$773,473.80***	***$376,410.34***	***$1,149,884.14***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
		Subtotal	***$13,091,059.60***	***$6,369,816.24***	***$19,460,875.84***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50		$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00	$25,756.08	$531,679.08
544-500386	Meals Home Delivered	2019	$126,483.50	$405,195.58	$531,679.08
		Subtotal	***$885,368.00***	***$430,951.66***	***$1,316,319.66***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00		$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50	$2,005.64	$41,402.14
544-500386	Meals Home Delivered	2019	$9,850.50	$31,551.64	$41,402.14
		Subtotal	***$68,948.00***	***$33,557.28***	***$102,505.28***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00		$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50	$14,704.20	$303,536.70
544-500386	Meals Home Delivered	2019	$72,209.50	$231,327.20	$303,536.70
		Subtotal	***$505,461.00***	***$246,031.40***	***$751,492.40***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50		$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00	$12,177.20	$251,372.20
544-500386	Meals Home Delivered	2019	$59,801.50	$191,570.70	$251,372.20
		Subtotal	***$418,594.00***	***$203,747.90***	***$622,341.90***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50		$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50	$8,001.56	$165,175.06
544-500386	Meals Home Delivered	2019	$39,292.00	$125,883.06	$165,175.06
		Subtotal	***$275,055.00***	***$133,884.62***	***$408,939.62***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00		$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00	$27,827.52	$574,439.52
544-500386	Meals Home Delivered	2019	$136,653.00	$437,786.52	$574,439.52
		Subtotal	***$956,571.00***	***$465,614.04***	***$1,422,185.04***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00		$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50	$18,579.40	$383,531.90
544-500386	Meals Home Delivered	2019	$91,239.50	$292,292.40	$383,531.90
		Subtotal	***$638,671.00***	***$310,871.80***	***$949,542.80***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00		$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00	$6,512.80	$134,442.80
544-500386	Meals Home Delivered	2019	$31,982.50	$102,460.30	$134,442.80
		Subtotal	***$223,877.50***	***$108,973.10***	***$332,850.60***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50		$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50	$6,944.28	$143,349.78
544-500386	Meals Home Delivered	2019	$34,100.00	$109,249.78	$143,349.78
		Subtotal	***$238,711.00***	***$116,194.06***	***$354,905.06***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50		$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00	$10,634.96	$219,535.96
544-500386	Meals Home Delivered	2019	$52,228.00	$167,307.96	$219,535.96
		Subtotal	***$365,579.50***	***$177,942.92***	***$543,522.42***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Subtotal	***$4,576,836.00***	***$2,227,768.78***	***$6,804,604.78***

Summary by Vendor by Year

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,931.10	$0.00	$875,931.10
		2018	$1,751,856.70	$89,011.44	$1,840,868.14
		2019	$437,968.30	$1,402,899.84	$1,840,868.14
		Subtotal	***$3,065,756.10***	***$1,491,911.28***	***$4,557,667.38***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,893.80	$0.00	$53,893.80
		2018	$107,787.60	$5,412.12	$113,199.72
		2019	$26,946.90	$86,252.82	$113,199.72
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,696.90	$0.00	$144,696.90
		2018	$289,359.10	$14,713.09	$304,072.19
		2019	$72,345.70	$231,726.49	$304,072.19
		Subtotal	***$506,401.70***	***$246,439.58***	***$752,841.28***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,243.40	$0.00	$676,243.40
		2018	$1,352,457.60	$68,596.71	$1,421,054.31
		2019	$338,112.60	$1,082,941.71	$1,421,054.31
		Subtotal	***$2,366,813.60***	***$1,151,538.42***	***$3,518,352.02***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$17,600.00	$896.00	$18,496.00
		2019	$4,400.00	$14,096.00	$18,496.00
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,872.80	$0.00	$33,872.80
		2018	$67,745.60	$3,387.28	$71,132.88
		2019	$16,941.60	$54,191.28	$71,132.88
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,643.80		$363,643.80
		2018	$727,282.10	$36,971.20	$764,253.30
		2019	$181,827.40	$582,425.90	$764,253.30
		Subtotal	***$1,272,753.30***	***$619,397.10***	***$1,892,150.40***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,224.00	$0.00	$213,224.00
		2018	$426,442.50	$21,709.80	$448,152.30
		2019	$106,612.00	$341,540.30	$448,152.30
		Subtotal	***$746,278.50***	***$363,250.10***	***$1,109,528.60***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,737.00	$0.00	$819,737.00
		2018	$1,639,463.60	$83,318.81	$1,722,782.41
		2019	$409,863.30	$1,312,919.11	$1,722,782.41
		Subtotal	***$2,869,063.90***	***$1,396,237.92***	***$4,265,301.82***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$856,915.10	$0.00	$856,915.10
		2018	$1,713,814.30	$87,203.28	$1,801,017.58
		2019	$428,460.30	$1,372,557.28	$1,801,017.58
		Subtotal	***$2,999,189.70***	***$1,459,760.56***	***$4,458,950.26***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,440.70	$0.00	$33,440.70
		2018	$66,881.40	$3,358.18	$70,239.58
		2019	$16,708.50	$53,531.08	$70,239.58
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,860.60	$0.00	$19,860.60
		2018	$39,721.20	$1,994.44	$41,715.64
		2019	$9,930.30	$31,785.34	$41,715.64
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,171.50	$0.00	$221,171.50
		2018	$442,337.50	$22,519.00	$464,856.50
		2019	$110,588.50	$354,268.00	$464,856.50
		Subtotal	***$774,097.50***	***$376,787.00***	***$1,150,884.50***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,134.50	$0.00	$401,134.50
		2018	$802,258.00	$40,655.88	$842,913.88
		2019	$200,564.50	$642,349.38	$842,913.88
		Subtotal	***$1,403,957.00***	***$683,005.26***	***$2,086,962.26***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,457.10	$0.00	$325,457.10
		2018	$650,879.50	$33,095.23	$683,974.73
		2019	$162,716.70	$521,258.03	$683,974.73
		Subtotal	***$1,139,053.30***	***$554,353.26***	***$1,693,406.56***

Summary for All Vendors by Year

		SFY	Current Budget	(Decrease)	Modified Budget
		2017	$5,048,022.30	$0.00	$5,048,022.30
		2018	$10,095,886.70	$512,842.46	$10,608,729.16
		2019	$2,523,986.60	$8,084,742.56	$10,608,729.16
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
7872-541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
7872-512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
7872-541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
7872-512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
7872-541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
9255-544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
9255-544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
9255-544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

7872-512-500352	Transportation of Clients	all	$2,616,837.60	$1,271,490.62	$3,888,328.22
7872-541-500383	Meals - Congregate	all	$3,539,585.50	$1,457,007.82	$4,996,593.32
7872-544-500386	Meals - Home Delivered	all	$6,934,636.50	$3,641,317.80	$10,575,954.30
9255-544-500386	Meals Home Delivered	all	$4,576,836.00	$2,227,768.78	$6,804,604.78
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Grand Total SFY17	2017	**$5,048,022.30**	**$0.00**	**$5,048,022.30**
Grand Total SFY18	2018	**$10,095,886.70**	**$512,842.46**	**$10,608,729.16**
Grand Total SFY19	2019	**$2,523,986.60**	**$8,084,742.56**	**$10,608,729.16**
Total Contract		**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated this 2nd day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Ossipee Concerned Citizens, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 763 Green Mountain Road, Effingham, NH 03882

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service rates, extend the completion date, and increase the price limitation;

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

1. Amend General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. Amend General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $363,251 from $746, 279 to read $1,109,530.
3. Amend General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Delete Exhibit B-1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #1, Rate Sheet.
6. Add Attachment A – Amendment #1, Attestation.

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

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

State of New Hampshire
Department of Health and Human Services

11/14/17
Date

Christine L. Santaniello
Director

Ossipee Concerned Citizens, Inc.

November 6-2017
Date

Name: Priscilla A. Parsons
Title: Chairman Board of Directors

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Carroll on November 6, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of ~~Notary Public~~ or Justice of the Peace

Tracy J. Cogin Justice of the Peace
Name and Title of Notary or Justice of the Peace

My Commission Expires: March 6 2018

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

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date

Name: Megan A. Yost
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	14,289	$5.50	$ 78,589.50
Title IIIC HD Meals	Per Meal	13,065	$5.50	$ 71,857.50
Title IIIC Cong Meals	Per Meal	11,414	$5.50	$ 62,777.00
			Subtotal	$ ***213,224.00***

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	28,577	$5.78	$ 165,175.06
Title IIIC HD Meals	Per Meal	26,130	$5.78	$ 151,031.40
Title IIIC Cong Meals	Per Meal	22,828	$5.78	$ 131,945.84
			Subtotal	$ ***448,152.30***

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	28,577	$5.78	$ 165,175.06
Title IIIC HD Meals	Per Meal	26,130	$5.78	$ 151,031.40
Title IIIC Cong Meals	Per Meal	22,828	$5.78	$ 131,945.84
			Subtotal	$ ***448,152.30***

			Total	**$ 1,109,528.60**

Contractor Initials: P.L.N

Date: 11-6-17

Attachment A – Amendment #1

ATTESTATION

For Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit (per diem or per meal) rates or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the agency named below, I certify that the agency named below will use the increase in funding exclusively to increase service unit rates for the administration of the services listed on Exhibit B-1 - Amendment #1, Rate Sheet and that the state may request an audit of our records to confirm the same.

Priscilla Parsons, Chairman
Ossipee Concerned Citizens.

Name, Title, and Agency Name

Priscilla Parsons

Signature

Nov. 6. 2017

Date

15 mac

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

November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed $17,667,902 effective January 1, 2017, or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814
Greater Wakefield Resource Center	TBD	Union	$30,800
Lamprey Health Care	177677	Newmarket	$118,560
Newport Senior Center	177250	Newport	$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064
St Joseph Community Services	155093	Merrimack	$2,999,190
Strafford Nutrition MOW	260818	Somersworth	$774,098
Southwestern Community Services	TBD	Keene	$117,031
The Gibson Center for Senior Services	155344	North Conway	$506,402
Tri-County Community Action Program	TBD	Berlin	$1,403,957
VNA at HCS	177274	Keene, NH	$1,139,054
		Total:	$17,667,902

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

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

Nutrition and Transportation Services
RFA Name

RFA-2017-BEAS-06-NUTRI
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. CAP Belknap-Merrimack Counties, Inc.		150	150
2. CAP Strafford County		150	105
3. Easter Seals NH		150	142
4. Grafton County Senior Citizens Council, Inc.		150	150
5. Greater Wakefield Resource Center		150	105
6. Lamprey Health Care		150	150
7. Nashua Transit System		150	135
8. Newport Senior Center, Inc.		150	130
9. Ossipee Concerned Citizens, Inc.		150	125
10. Rockingham Nutrition Meals on Wheels		150	150
11. St. Joseph Community Services, Inc.		150	145

Reviewer Names

1. Tracey Tarr, Administrator II, Elderly & Adult Srvcs, DHHS
2. Jean Crouch, Supervisor VII, DEAS
3. Wendy Aultman, Administrator I DEAS
4.
5.
6.
7.
8.
9.

12. Strafford Nutrition Meals on Wheels		150	135
13. The Gibson Center for Senior Services, Inc		150	150
14. Tri County CAP, Inc.		150	150
15. VNA at HCS		150	130
16. Southwestern Community Services		150	120
17. 0		150	0
18. 0		150	0
19. 0		150	0
20. 0		150	0

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds).

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20
541-500383	Meals - Congregate	2018	$327,189.50
544-500386	Meals - Home Delivered	2018	$669,515.00
512-500352	Transportation of Clients	2019	$62,307.30
541-500383	Meals - Congregate	2019	$81,796.00
544-500386	Meals - Home Delivered	2019	$167,381.50
		Subtotal	$2,180,388.10

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$53,893.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$107,787.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$12,845.40
541-500383	Meals - Congregate	2017	$48,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10
541-500383	Meals - Congregate	2018	$93,500.00
544-500386	Meals - Home Delivered	2018	$130,786.50
512-500352	Transportation of Clients	2019	$6,422.70
541-500383	Meals - Congregate	2019	$23,375.00
544-500386	Meals - Home Delivered	2019	$32,697.50
		Subtotal	$437,453.70

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50
544-500386	Meals - Home Delivered	2017	$167,075.00
512-500352	Transportation of Clients	2018	$366,259.80
541-500383	Meals - Congregate	2018	$375,243.00
544-500386	Meals - Home Delivered	2018	$322,146.00
512-500352	Transportation of Clients	2019	$183,553.10
541-500383	Meals - Congregate	2019	$187,621.50
544-500386	Meals - Home Delivered	2019	$80,536.50
		Subtotal	$1,861,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$0.00
541-500383	Meals - Congregate	2017	$8,800.00
544-500386	Meals - Home Delivered	2017	$0.00
512-500352	Transportation of Clients	2018	$0.00
541-500383	Meals - Congregate	2018	$17,600.00
544-500386	Meals - Home Delivered	2018	$0.00
512-500352	Transportation of Clients	2019	$0.00
541-500383	Meals - Congregate	2019	$4,400.00
544-500386	Meals - Home Delivered	2019	$0.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$33,872.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$67,745.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,941.60
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$38,725.80
541-500383	Meals - Congregate	2017	$380,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60
541-500383	Meals - Congregate	2018	$360,726.50
544-500386	Meals - Home Delivered	2018	$249,909.00
512-500352	Transportation of Clients	2019	$19,362.90
541-500383	Meals - Congregate	2019	$40,185.00
544-500386	Meals - Home Delivered	2019	$62,480.00
		Subtotal	$854,159.30

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$125,554.00
544-500386	Meals - Home Delivered	2018	$143,715.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$31,388.50
544-500386	Meals - Home Delivered	2019	$35,931.50
		Subtotal	$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60
541-500383	Meals - Congregate	2018	$247,500.00
544-500386	Meals - Home Delivered	2018	$663,674.00
512-500352	Transportation of Clients	2019	$45,416.80
541-500383	Meals - Congregate	2019	$61,875.00
544-500386	Meals - Home Delivered	2019	$165,918.50
		Subtotal	$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80
541-500383	Meals - Congregate	2018	$317,075.00
544-500386	Meals - Home Delivered	2018	$981,794.00
512-500352	Transportation of Clients	2019	$12,500.80
541-500383	Meals - Congregate	2019	$79,268.50
544-500386	Meals - Home Delivered	2019	$245,448.50
		Subtotal	$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$33,440.70
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$66,881.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,708.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$19,860.60
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$55,940.50
544-500386	Meals - Home Delivered	2018	$258,467.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$13,986.50
544-500386	Meals - Home Delivered	2019	$84,619.50
		Subtotal	$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$102,490.00
541-500383	Meals - Congregate	2017	$17,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00
541-500383	Meals - Congregate	2018	$35,732.50
544-500386	Meals - Home Delivered	2018	$305,140.00
512-500352	Transportation of Clients	2019	$51,245.00
541-500383	Meals - Congregate	2019	$8,934.50
544-500386	Meals - Home Delivered	2019	$76,295.00
		Subtotal	$1,165,246.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$28,985.10
541-500383	Meals - Congregate	2017	$13,276.50
544-500386	Meals - Home Delivered	2017	$110,745.00
512-500352	Transportation of Clients	2018	$57,946.50
541-500383	Meals - Congregate	2018	$26,547.50
544-500386	Meals - Home Delivered	2018	$221,484.50
512-500352	Transportation of Clients	2019	$14,480.70
541-500383	Meals - Congregate	2019	$6,635.50
544-500386	Meals - Home Delivered	2019	$55,372.50
		Subtotal	$773,473.80

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70
541-500383	Meals - Congregate	2018	$2,022,608.50
544-500386	Meals - Home Delivered	2018	$3,962,640.00
512-500352	Transportation of Clients	2019	$373,816.60

541-500383	Meals - Congregate	2019	$505,659.00
544-500386	Meals - Home Delivered	2019	$990,671.00
		Subtotal	$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00
544-500386	Meals Home Delivered	2019	$126,483.50
		Subtotal	$885,368.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50
544-500386	Meals Home Delivered	2019	$9,850.50
		Subtotal	$68,948.00

Grafton County Senior Citizens Council, Inc. (Vendor # 177676)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50
544-500386	Meals Home Delivered	2019	$72,209.50
		Subtotal	$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00
544-500386	Meals Home Delivered	2019	$59,801.50
		Subtotal	$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50
544-500386	Meals Home Delivered	2019	$39,292.00
		Subtotal	$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00
544-500386	Meals Home Delivered	2019	$136,653.00
		Subtotal	$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00
544-500386	Meals Home Delivered	2018	$364,962.50
544-500386	Meals Home Delivered	2019	$91,239.50
		Subtotal	$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00
544-500386	Meals Home Delivered	2019	$31,982.50
		Subtotal	$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50
544-500386	Meals Home Delivered	2019	$34,100.00
		Subtotal	$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00
544-500386	Meals Home Delivered	2019	$52,228.00
		Subtotal	$365,579.50

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$1,407,674.50
544-500386	Meals Home Delivered	2018	$2,815,321.50
544-500386	Meals Home Delivered	2019	$353,840.00
		Subtotal	$4,576,836.00

Summary by Vendor by Year

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

		State Fiscal Year	Current Modified Budget
		2017	$875,931.10
		2018	$1,751,856.70
		2019	$437,968.30
		Subtotal	$3,065,756.10

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

		State Fiscal Year	Current Modified Budget
		2017	$53,893.80
		2018	$107,787.60
		2019	$26,946.90
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget
		2017	$144,696.90
		2018	$289,359.10
		2019	$72,345.70
		Subtotal	$506,401.70

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

		State Fiscal Year	Current Modified Budget
		2017	$676,243.40
		2018	$1,352,457.60
		2019	$338,112.60
		Subtotal	$2,366,813.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		State Fiscal Year	Current Modified Budget
		2017	$8,800.00
		2018	$17,600.00
		2019	$4,400.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget
		2017	$33,872.80
		2018	$67,745.60
		2019	$16,941.60
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget
		2017	$363,643.80
		2018	$727,282.10
		2019	$181,827.40
		Subtotal	$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget
		2017	$213,224.00
		2018	$426,442.50
		2019	$106,612.00
		Subtotal	$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget
		2017	$819,737.00
		2018	$1,639,463.60
		2019	$409,863.30
		Subtotal	$2,869,063.90

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget
		2017	$856,915.10
		2018	$1,713,814.30
		2019	$428,460.30
		Subtotal	$2,999,189.70

Southwestern Community Services (Vendor #177511)

		State Fiscal Year	Current Modified Budget
		2017	$33,440.70
		2018	$66,881.40
		2019	$16,708.50
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget
		2017	$19,860.60
		2018	$39,721.20
		2019	$9,930.30
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget

		2017	$221,171.50
		2018	$442,337.50
		2019	$110,588.50
		Subtotal	$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	$401,134.50
		2018	$802,258.00
		2019	$200,564.50
		Subtotal	$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	$325,457.10
		2018	$650,879.50
		2019	$162,716.70
		Subtotal	$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	$5,048,022.30
		2018	$10,095,886.70
		2019	$2,523,986.60
		Subtotal	$17,667,895.60

FORM NUMBER P-37 (version 5/8/15)

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-09)

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Ossipee Concerned Citizens, Inc.		1.4 Contractor Address 763 Green Mountain Road Effingham, NH 03882	
1.5 Contractor Phone Number 603-539-4864	1.6 Account Number 05-095-48-481010-92550000 05-095-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $746,279
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature Priscilla Parsons		1.12 Name and Title of Contractor Signatory Priscilla U Parsons Chairman Board of Directors	

1.13 Acknowledgement: State of New Hampshire, County of Carroll

On November 28, 2016, 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

Tracy J. Crazier

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Tracy J. Crazier - Justice of the Peace

1.14 State Agency Signature Date: 11/29/16	1.15 Name and Title of State Agency Signatory Maureen Ryan, Director

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: 11/30/16

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

Contractor Initials P.U.P.
Date 11-28-16

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 $1,000,000per 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.

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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.

Contractor Initials PLLP
Date 11-28-16

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. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the services areas listed in Exhibit A-1.

1.4. The Contractor agrees that services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).

1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.

2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:

2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.

2.1.3.2. Provide transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).

2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order

2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:

2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.

2.1.4.2. Provide transportation services based on a fixed route schedule defined by the Contractor.

2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.

2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3. Administration of Services

3.1. Access to Services

3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.

3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:

3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.

3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.

3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during

the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.

3.3.4. The Contractor shall re-determine client eligibility for services in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.

3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

3.4. Client Assessments and Service Plans

3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health, or developmental issues or criminal histories.

3.5. Person Centered Provision of Services

3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:

3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.



3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.

3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.

3.5.1.4. Individuals receive the information he/she needs to make informed decisions.

3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.

3.5.1.7. Individuals' rights are affirmed and protected.

3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.

3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

3.6.1.4. Agrees not to bill or invoice clients and/or their families.

3.6.1.5. Agrees that all donations support the program for which donations were given.

3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.



3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.

3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

3.6.2.4. Agrees that all fees support the program for which donations were given.

3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.

3.7. Adult Protection Services

3.7.1. The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.

3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

3.7.4. The Contractor agrees that the payment received from 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 such as in Section 1.3.4, from the individual for those services.

3.8. Referring Clients to Other Services

3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.

3.9. Client Wait Lists

3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

3.9.3. The Contractor shall include at a minimum the following information on its wait list:

3.9.3.1. The individual's full name and date of birth.

3.9.3.2. The name of the service being requested.

3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

3.9.3.5. 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.

3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.

3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

3.9.4.2. Declining mental or physical health of the caregiver.

3.9.4.3. Declining mental or physical health of the individual.

3.9.4.4. Individual has no respite services while living with a caregiver.

3.9.4.5. Length of time on the wait list.

3.9.4.6. 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.

3.9.4.7. 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.

3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

3.10. Criminal Background Check and BEAS State Registry Checks

3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving

services, before the staff member or volunteer begins providing services.

3.10.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

3.11. Grievance and Appeals

3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client.

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent

disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.

4. Staffing

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

4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.

4.1.2. 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.

4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:

4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.

4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.

4.1.5.3. A description of time frames necessary for obtaining staff replacements.

4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.

5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

5.1.1.1. The number of clients served by town and in the aggregate;

5.1.1.2. Total amount of donations collected.

5.1.1.3. Expenses by program service provided.

5.1.1.4. Revenue, by program service provided, by funding source.

5.1.1.5. Total amount of donation and/or fees collected from all individuals.

5.1.1.6. Actual Units served, by program service provided, by funding source.

5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.

5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.

5.1.1.9. Unmet need/waiting list.

5.1.1.10. Lengths of time clients are on a waiting list.

5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.

5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:

5.1.3.1. For home-delivered meals:

5.1.3.1.1. The number of meals served by client and by town.

5.1.3.1.2. The number of meals served in the aggregate; and

5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.

5.1.3.2. For transportation:

5.1.3.2.1. The number of clients served by town and in the aggregate;

5.1.3.2.2. The number of miles in the aggregate;

5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.

6. Performance Measures

6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:

6.1.1. All clients served meet eligibility requirements;

6.1.2. The contractor identified, located and served the people who need and could benefit from services.

6.1.3. The contractor determined and redetermined accurate and timely eligibility

6.1.4. Clients receive services in accordance with their needs.

6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

6.2.1.1. Data

6.2.1.2. Financial records

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

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

6.2.1.5. Scheduled phone access to Contractor principals and staff

6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.

Service Area

The Contractor shall provide services in Exhibit A, Scope of Services, in accordance with the rates in Exhibit B-1, Rate Sheet, to eligible individuals in the following towns/counties/cities.

Name of Service	County/Counties	Towns/Cities where Services will be offered
Nutrition Congregate	Carroll	Moultonboro
		Ossipee
		Sandwich
		Tamworth
Nutrition Home Delivered	Carroll	Effingham
		Freedom
		Moultonboro
		Ossipee
		Sandwich
		Tamworth
		Wakefield

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with federal funds. Availability of federal funds is contingent upon meeting the requirements outlined in the:
   - Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3CM, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3HD, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2
   - Catalog of Federal Domestic Assistance #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
   4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
   4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
   4.3. Invoices shall be submitted to:

   Bureau of Elderly and Adult Services Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.

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 the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	13,065	$5.50	$ 71,857.50
Title IIIC Cong Meals	Per Meal	11,414	$5.50	$ 62,777.00
Title XX HD Meals	Per Meal	14,289	$5.50	$ 78,589.50

7/1/2017 through 06/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	26,130	$5.50	$ 143,715.00
Title IIIC Cong Meals	Per Meal	22,828	$5.50	$ 125,554.00
Title XX HD Meals	Per Meal	28,577	$5.50	$ 157,173.50

7/1/2018 through 09/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	6,533	$5.50	$ 35,931.50
Title IIIC Cong Meals	Per Meal	5,707	$5.50	$ 31,388.50
Title XX HD Meals	Per Meal	7,144	$5.50	$ 39,292.00

Contractor Initials: PLL P

Date: 11-28-16

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.

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 Division 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:

Nov. 28, 2016
Date

Priscilla M. Parsons
Name: Priscilla Parsons
Title: Chairman 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-I.)

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

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

Contractor Name:

Nov. 28. 2016
Date

Priscilla L. Parsons
Name: Priscilla Parsons
Title: Chairman, 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

Contractor Initials P.L.P
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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:

Date

Name:
Title:

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.

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:

Nov. 28-2016
Date

Priscilla M. Parsons
Name: Priscilla Parsons
Title: Chairman, Board of Directors

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:

Nov 28 2016
Date

Priscilla M. Parsons
Name: Priscilla Parsons
Title: Chairman Board of Directors

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

Contractor Initials P.L.P

Date 11-28-16

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.

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	Ossipee Concerned Citizens, Inc.
Maureen Ryan	Priscilla M. Parsons
Signature of Authorized Representative	Signature of Authorized Representative
Maureen Ryan	Priscilla Parsons
Name of Authorized Representative	Name of Authorized Representative
Director, OHS	Chairman, Board of Directors
Title of Authorized Representative	Title of Authorized Representative
11/29/16	Nov-28-2016
Date	Date

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: 1664 35 073

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

   ✓ NO _____ YES

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

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

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

   _____ NO ✓ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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:

Nov. 28, 2016
Date

Priscilla M. Parsons
Name: Priscilla Parsons
Title: Chairman, Board of Directors

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the
Nutrition and Transportation Contract

This 3rd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #3") dated this 26th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Rockingham Nutrition and Meals on Wheels Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 106 North Road, Brentwood, NH 03833.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), as amended on June 7,2017 (Item #13) and December 20, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the service rates, and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $6,104,708.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit B-2 Amendment #2, Rate Sheet in its entirety and replace with Exhibit B-2 Amendment #3, Rate Sheet.

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

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

State of New Hampshire
Department of Health and Human Services

1/28/19
Date

Name: Christine Santaniello
Title: Director, DLTSS

Rockingham Nutrition and Meals on Wheels Program

1/17/2019
Date

Name: Debra Perou
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire County of Rockingham on 01/17/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Cynthia E Mielke, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 03/13/20

CYNTHIA E. MIELKE, Notary Public
New Hampshire
My Commission Expires March 13, 2020

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

OFFICE OF THE ATTORNEY GENERAL

1/31/17
Date

Name: Megan A. Yost
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	49,692	$5.50		$ 273,306.00
Title IIIC HD Meals	Per Meal	60,334	$5.50		$ 331,837.00
Title IIIC Cong Meals	Per Meal	22,500	$5.50		$ 123,750.00
Title IIIB Transportation	PerClient/PerDay	3,833	$23.70		$ 90,844.00
			Subtotal		*$ 819,737.00*

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	99,384	$5.78		$ 574,439.52
Title IIIC HD Meals	Per Meal	120,668	$5.78		$ 697,461.04
Title IIIC Cong Meals	Per Meal	45,000	$5.78		$ 260,100.00
Title IIIB Transportation	PerClient/PerDay	7,665	$24.89		$ 190,781.85
			Subtotal		*$ 1,722,782.41*

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service 7/1/18-12/31/18	Rate per Service 1/1/19-6/30/19	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	99,384	$5.78	$6.00	$ 596,304.00
Title IIIC HD Meals	Per Meal	120,668	$5.78	$6.00	$ 724,008.00
Title IIIC Cong Meals	Per Meal	45,000	$5.78	$6.00	$ 270,000.00
Title IIIB Transportation	PerClient/PerDay	7,665	$24.89	$24.89	$ 190,781.85
			Subtotal		*$ 1,781,093.85*

7/1/2019 through 06/30/2020 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	99,384	$6.00		$ 596,304.00
Title IIIC HD Meals	Per Meal	120,668	$6.00		$ 724,008.00
Title IIIC Cong Meals	Per Meal	45,000	$6.00		$ 270,000.00
Title IIIB Transportation	PerClient/PerDay	7,665	$24.89		$ 190,781.85
			Subtotal		*$ 1,781,093.85*

Total		**$ 6,104,707.11**

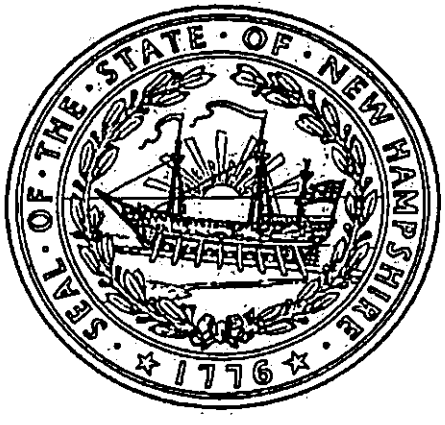
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 30, 1978. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **66243**

Certificate Number : **0004179705**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 31st day of August A.D. 2018.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Sallyann Hawko, Board Secretary, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Rockingham Nutrition & Meals on Wheels Program
(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 January 17, 2019:
(Date)

RESOLVED: That the Chairman, Vice-Chairman, Treasurer, or Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 17th day of January, 2019.
(Date Contract Signed)

4. Debra Perou is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Sallyann Hawko
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 17th day of January, 2019,

By Sallyann Hawko, Board Secretary
(Name of Elected Officer of the Agency)

Cynthia Mielke
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 03/13/20

CYNTHIA E. MIELKE, Notary Public
New Hampshire
My Commission Expires March 13, 2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/15/2019

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

PRODUCER	CONTACT NAME: Janice Bagley	
Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510	PHONE (A/C, No, Ext): (603) 569-2515	FAX (A/C, No): (603) 569-4266
	E-MAIL ADDRESS: janiceb@averyinsurance.net	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Rockingham Nutrition and Meals on Wheels Program Inc 106 North Rd Brentwood NH 03833	INSURER A: Hanover Insurance	22292
	INSURER B: Eastern Alliance Insurance Group	
	INSURER C: USLI	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1891708067 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZHVA09999704	09/08/2018	09/08/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AWVA098780	09/08/2018	09/08/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UHV A32987604	09/08/2018	09/08/2019	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01-0000110136-00	09/08/2018	09/08/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
C	Directors & Officers Liability			NDO2555315A	09/08/2018	09/08/2021	Each Claim Aggregate	$1,000,000 $1,000,000

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

Board Members are excluded on workers compensation coverage.

CERTIFICATE HOLDER

State of New Hampshire
DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Mission Statement:

Rockingham Nutrition & Meals on Wheels Program provides nutritious meals and support services to older and or permanently or temporarily homebound residents of Rockingham County to help them preserve long term health, independence, and wellbeing.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

BRENTWOOD, NEW HAMPSHIRE

FINANCIAL REPORT

JUNE 30, 2018

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
FINANCIAL REPORT

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SHAHEEN ▫ PALLONE
& ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Rockingham Nutrition and Meals on Wheels Program
Brentwood, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Rockingham Nutrition and Meals on Wheels Program (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Rockingham Nutrition and Meals on Wheels Program as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 15, 2018, on our consideration of Rockingham Nutrition and Meals on Wheels Program's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Rockingham Nutrition and Meals on Wheels Program's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Rockingham Nutrition and Meals on Wheels Program's internal control over financial reporting and compliance.

Shaheen, Pallone & Associates, P.C

North Andover, Massachusetts
November 15, 2018

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2018

ASSETS

Current Assets	
Cash and cash equivalents	$ 1,502,286
Investments	652,326
Grants, contract funds and accounts receivable	312,108
Prepaid expenses	29,478
Total Current Assets	2,496,198
Property and equipment, net	33,854
Total Assets	$ 2,530,052

LIABILITIES AND NET ASSETS

Current Liabilities	
Accounts payable	$ 50,161
Accrued expenses	92,660
Deferred revenue	16,747
Total Current Liabilities	159,568
Total Liabilities	159,568
Net Assets	
Unrestricted:	
Operating	663,484
Board Designated	1,680,000
Temporarily Restricted	27,000
Total Net Assets	2,370,484
Total Liabilities and Net Assets	$ 2,530,052

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

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2018

	Unrestricted	Temporarily Restricted	Total
Revenues, Gains and Other Support			
Public Support and Revenue			
Bureau of Elderly and Adult Services IIIC	$ 957,561	$ -	$ 957,561
Bureau of Elderly and Adult Services IIIB	190,782	-	190,782
Bureau of Elderly and Adult Services XX	574,440	-	574,440
HCBC	218,326	-	218,326
NSIP	238,655	-	238,655
Rockingham County and Local Municipal Government Grants	237,331	-	237,331
Site Donations	286,302	-	286,302
Fundraising Revenue and Other Donations	274,637	-	274,637
Grants	39,262	64,000	103,262
Other Income	18,300	-	18,300
In-Kind Revenue	197,733	-	197,733
Net assets released from restrictions	59,500	(59,500)	-
Total Public Support and Revenue	3,292,829	4,500	3,297,329
Net Unrealized Gain on Investments	29,037	-	29,037
Total Revenues, Gains and Other Support	3,321,866	4,500	3,326,366
Expenses			
Program Services			
Congregate	368,338	-	368,338
Home Meals	2,154,325	-	2,154,325
Transportation	247,989	-	247,989
Total Program Services	2,770,652	-	2,770,652
Supporting Services			
Management and General	262,433	-	262,433
Fundraising	24,882	-	24,882
Total Supporting Services	287,315	-	287,315
Total Expenses	3,057,967	-	3,057,967
Change in Net Assets	263,899	4,500	268,399
Net Assets - Beginning of Year	2,079,585	22,500	2,102,085
Net Assets - End of Year	$ 2,343,484	$ 27,000	$ 2,370,484

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

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2018

	Program Services				Supporting Services			
	Congregate	Home Meals	Transportation	Total Program Services	Management and General	Fundraising	Total Supporting Services	Total Expenses
Contractual Food, Paper and Supplies	$ 170,692	$ 1,048,538	$ -	$ 1,219,230	$ -	$ -	$ -	$ 1,219,230
Salaries and Wages	115,168	646,715	124,298	886,181	149,815	6,253	156,068	1,042,249
In-Kind Rent	41,286	120,419	10,323	172,028	25,705	-	25,705	197,733
Travel and Transportation	-	117,000	34,752	151,752	3,097	-	3,097	154,849
Payroll Taxes	8,503	47,746	9,157	65,406	11,543	-	11,543	76,949
Fringe Benefits	11,675	65,560	12,574	89,809	15,849	-	15,849	105,658
Operational Supplies	6,906	39,133	-	46,039	-	-	-	46,039
Insurance	5,003	25,684	2,669	33,356	24,155	-	24,155	57,511
Vehicle Expenses	-	-	26,979	26,979	-	-	-	26,979
Professional Fees	968	4,662	485	6,115	24,159	-	24,159	30,274
Depreciation Expense	673	673	12,129	13,475	-	-	-	13,475
Telephone and Internet	1,059	5,434	565	7,058	3,025	-	3,025	10,083
Rent	1,909	9,800	1,018	12,727	-	-	-	12,727
Fundraising Supplies and Expenses	-	-	-	-	-	18,629	18,629	18,629
Data Processing	1,387	7,789	1,494	10,670	-	-	-	10,670
Equipment and Maintenance	695	2,782	10,257	13,734	3,651	-	3,651	17,385
Postage and Shipping	503	2,582	269	3,354	-	-	-	3,354
Training and Conferences	714	3,665	381	4,760	-	-	-	4,760
Printing and Publications	18	92	10	120	-	-	-	120
Advertising	393	2,016	210	2,619	-	-	-	2,619
Licenses	105	539	56	700	-	-	-	700
Dues and filing fees	681	3,496	363	4,540	1,434	-	1,434	5,974
	$ 368,338	$ 2,154,325	$ 247,989	$ 2,770,652	$ 262,433	$ 24,882	$ 287,315	$ 3,057,967

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

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2018

Cash Flows From Operating Activities	
Change in net assets	$ 268,399
Adjustments required to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	13,475
Net unrealized gain on investments	(29,037)
Increase in grants, contract funds and accounts receivable	(36,481)
Decrease in prepaid expenses	7,768
Increase in accounts payable and accrued expenses	23,674
Decrease in deferred revenue	(638)
Net cash provided by operating activities	247,160
Cash Flows From Investing Activities	
Purchases of investment securities	(15,159)
Purchases of property and equipment	(8,441)
Net cash used in investing activities	(23,600)
Increase in Cash and Cash Equivalents	223,560
Cash and Cash Equivalents - July 1, 2017	1,278,726
Cash and Cash Equivalents - June 30, 2018	$ 1,502,286
Supplemental Disclosure of Cash Flow Information	
Cash paid during year for taxes	$ -
Cash paid during year for interest	$ -

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities:
The Rockingham Nutrition and Meals on Wheels Program ("RNMOW" or "the Organization") is a nonprofit organization, which is tax exempt under Section 501(c)(3) of the Internal Revenue Code. The Organization provides food, nutritional services, transportation and social services to qualified elderly and handicapped individuals residing in Rockingham County, New Hampshire.

Basis of Presentation:
The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles in the United States of America ("GAAP"). Net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported 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 or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently Restricted Net Assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on any related investments for general or specific purposes.

Support and Revenue:
RNMOW receives the majority of its operating funds in the form of grants or contracts from various federal, state and local government agencies. Grants and contracts are recorded as income upon the award or receipt of pledges, cash or other property subject to compliance with specific terms.

Grants, Contract Funds and Accounts Receivable:
RNMOW carries its accounts receivable at cost less an allowance for doubtful accounts. On a periodic basis, RNMOW's management evaluates accounts receivable and establishes an allowance for doubtful accounts, based on history write-offs and collections conditions. The Organization uses the allowance method to account for uncollectible accounts. No allowance for uncollectible accounts has been provided at June 30, 2018 as management is of the opinion that all amounts are collectible.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

Property and Equipment:
The Organization capitalizes property and equipment over $1,000. Lesser amounts are expensed. Property and equipment is stated at cost and is considered to be owned by the Organization while in use for the program for which it was purchased or in other authorized programs. However, the funding sources under whose grants the property was acquired may have a reversionary interest in the property. Depreciation is provided using the straight-line method over the estimated useful lives of the property generally as follows:

Furniture and equipment	5-7 years
Vehicles	5 years

Functional Allocation of Expenses:
The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Investments:
Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the statement of activities. Investment income and gains restricted by a donor are reported as increases in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

Estimates:
The process of preparing financial statements in conformity with GAAP requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues, and expenses. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

Cash and Cash Equivalents:
For purposes of the statement of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Contributions:
Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. See Note 8 for temporarily restricted net assets at June 30, 2018.

In-Kind Contributions:
The Organization records revenue and expenditures of an in-kind nature which represents the estimated fair market value of donated facilities and equipment. The fair market value of these contributions which total $197,733 for the year ended June 30, 2018 have been included in the accompanying financial statements.

In addition to the above in-kind contributions, the Organization also received non-specialized volunteer services which have not been reflected in the accompanying financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

Tax Status and Uncertain Tax Positions:
RNMOW is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and management has determined that all of the Organization's income, expenditures and activities relate to its exempt purpose, therefore no provision for federal and state income taxes has been made in the accompanying financial statements. In addition, RNMOW has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a) of the Internal Revenue Code.

Accounting standards provide detailed guidance for the financial statement recognition, measurement and disclosure of uncertain tax positions recognized in an organization's financial statements. Under these standards, an organization is required to recognize the financial statement impact of a tax position when it is more likely than not that the position will not be sustained upon examination. The Organization has evaluated its significant tax positions against the criteria established and believes there are no such tax positions requiring accounting recognition. The Organization's federal and state tax returns may be subject to examination by taxing authorities for the years ended June 30, 2018, 2017, 2016, and 2015.

NOTE 2 INVESTMENTS

Investments are carried at fair value based on quoted prices in active markets (all Level 1 measurements, see Note 3) and consisted of the following at June 30, 2018:

	Cost	Market Value
Mutual Funds	$ 495,712	$ 652,326

Investment return for the year ended June 30, 2018 was composed of:

Dividends	$ 15,159
Net unrealized gain	29,037
Total investment return	$ 44,196

NOTE 3 FAIR VALUE MEASUREMENTS

Financial Accounting Standards Board (FASB) *Accounting Standards Codification* (ASC) 820, *Fair Value Measurements and Disclosures*, provides the framework for measuring fair value. That framework provides a fair value hierarch that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of fair value hierarchy under ASC 820 are described below:

Level 1 – Unadjusted quoted prices in active markets for identical assets. The fair value of mutual funds is based on quoted net asset values of the shares held by the investment account at year-end.

NOTE 3 FAIR VALUE MEASUREMENTS, Continued

Level 2 – Inputs other than quoted prices in Level 1 that are observable for the assets, either directly or indirectly. The investment account currently has no Level 2 assets.

Level 3 – Significant unobservable inputs for the assets where there is little or no market activity for the assets at the measurement date. The investment account currently has no Level 3 assets.

As required by ASC 820, investments are classified within the level of the lowest significant input considered in determining fair value.

The inputs or methodology described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The fair value measurements and levels within the fair value hierarchy of those measurements for the assets reported at fair value on a recurring basis at June 30, 2018 are as follows:

	Assets at Fair Value as of June 30, 2018	
Description	Significant Observable Inputs (Level 1)	Total
Mutual Funds:		
Large Cap Fund	$272,691	$272,691
Bond Funds	216,266	216,266
International Funds	119,407	119,407
Real Estate Fund	43,962	43,962
Total assets at fair value	$652,326	$652,326

NOTE 4 PROPERTY AND EQUIPMENT

A summary of property and equipment at June 30, 2018 is as follows:

Motor vehicles	$ 76,883
Food service and office equipment	78,146
	155,029
Less: Accumulated depreciation	121,175
Net book value	$ 33,854

Depreciation expense for the year ended June 30, 2018 was $13,475.

NOTE 5 CONCENTRATION OF CREDIT RISK

The Organization maintains temporary cash investments, which, at times, may exceed Federal Deposit Insurance Corporation (FDIC) limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

During the fiscal year ended June 30, 2018, RNMOW received approximately 60% of its total revenue from one funding source. At June 30, 2018, amount due from this funding source included in accounts receivable was $219,783.

NOTE 6 RETIREMENT PLANS

The Organization has in effect a 403(b) plan to provide retirement and incidental benefits for its employees. All of the Organization's employees are eligible to participate in the plan. The Plan generally permits an employee to make elective deferrals up to a maximum annual amount as set periodically by the Internal Revenue Service. At the discretion of the Board, the Organization made matching contributions to the plan computed 3.6% of each participating employee's annual compensation for the fiscal year ended June 30, 2018. All discretionary contributions vest immediately. The Organization's discretionary contributions to the Plan totaled $14,008 in 2018.

NOTE 7 LEASES

The Organization rents space under tenant-at-will agreements at various locations. Rental costs for the year ended June 30, 2018 were $12,727.

NOTE 8 TEMPORARILY RESTRICTED NET ASSETS

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose as specified by the donors. During the fiscal year ended June 30, 2018, $59,500 were released for program services

Temporarily restricted net assets at June 30, 2018 are available for the following purpose:

Home Delivered Meals	$27,000

NOTE 9 BOARD DESIGNATED NET ASSETS

The Board of Directors of RNMOW designated $1,530,000 (the equivalent of approximately six months' current operating expenses) of the Organization's unrestricted net assets as a working capital reserve to stabilize its cash flow. These funds are to be used to mitigate program and cash flow risk associated with providing regular uninterrupted meals to the elderly and handicapped population that is served by the Organization. The Board feels this is necessary because reimbursements from the RNMOW's primary funding sources are often not received until well after current expenditures have been made. Due to the critical nature of the Organization's mission, which is to provide food to people at risk, the Board believes that any lapse in service is not acceptable.

The Board of Directors has further designated $150,000 for future capital asset enhancement and replacement.

NOTE 10 SUBSEQUENT EVENTS

Management has evaluated events through November 15, 2018, the date on which the financial statements were available to be issued. No other material subsequent events have occurred since June 30, 2018 that require recognition or disclosure in these financial statements.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED JUNE 30, 2018

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Pass-through Entity Identifying Number	Total Federal Expenditures
U. S. Department of Health and Human Services			
Passed through			
Aging Cluster:			
NH - Bureau of Elderly and Adult Services			
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	512-500352	$ 97,299
NH - Bureau of Elderly and Adult Services			
Special Programs for the Aging - Title III, Part C - Nutrition Services	93.045	541-500383/544-500386	538,026
NH - Bureau of Elderly and Adult Services			
Nutrition Services Incentive Program	93.053	18AANHNSIP	238,655
Total Aging Cluster			873,980
NH - Bureau of Elderly and Adult Services			
Social Services Block Grant	93.667	544-500386	344,664
Total U.S. Department of Health and Human Services			1,218,644
U.S. Department of Homeland Security			
Passed through			
United Way of the Greater Seacoast			
Emergency Food and Shelter National Board Program	97.024	593600-024	5,000
U.S. Department of Transportation			
Passed through			
NH - Department of Transportation	20.513	NH-65-X004/NH-65-X005	30,463
Enhanced Mobility of Seniors and Individuals with Disabilities			
Total Expenditures of Federal Awards			$ 1,254,107

Notes:

1. Basis of Presentation - The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Rockingham Nutrition and Meals on Wheels Program under programs of the federal government for the year ended June 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal Awards, (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Rockingham Nutrition and Meals on Wheels Program, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Rockingham Nutrition and Meals on Wheels Program.
2. Summary of Significant Accounting Policies - Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
3. Indirect Cost Rate - Rockingham Nutrition and Meals on Wheels Program has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.
4. Subrecipients - During the year ended June 30, 2018, there were no awards passed through to subrecipients.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Rockingham Nutrition and Meals on Wheels Program
Brentwood, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Rockingham Nutrition and Meals on Wheels Program (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 15, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Rockingham Nutrition and Meals on Wheels Program's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Rockingham Nutrition and Meals on Wheels Program's internal control. Accordingly, we do not express an opinion on the effectiveness of Rockingham Nutrition and Meals on Wheels Program's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Rockingham Nutrition and Meals on Wheels Program's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions

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of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Shaheen, Pallone & Associates, P.C.

North Andover, Massachusetts
November 15, 2018

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Rockingham Nutrition and Meals on Wheels Program
Brentwood, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Rockingham Nutrition and Meals on Wheels Program's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Rockingham Nutrition and Meals on Wheels Program's major federal programs for the year ended June 30, 2018. Rockingham Nutrition and Meals on Wheels Program's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Rockingham Nutrition and Meals on Wheels Program's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Rockingham Nutrition and Meals on Wheels Program's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Rockingham Nutrition and Meals on Wheels Program's compliance.

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Opinion on Each Major Federal Program

In our opinion, Rockingham Nutrition and Meals on Wheels Program complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

Report on Internal Control over Compliance

Management of Rockingham Nutrition and Meals on Wheels Program is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Rockingham Nutrition and Meals on Wheels Program's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Rockingham Nutrition and Meals on Wheels Program's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Shaheen, Pallone & Associates, P.C.

North Andover, Massachusetts
November 15, 2018

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2018

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Rockingham Nutrition and Meals on Wheels Program were prepared in accordance with GAAP.

2. No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.

3. No instances of noncompliance material to the financial statements of Rockingham Nutrition and Meals on Wheels Program were disclosed during the audit.

4. No significant deficiencies relating to the audit of the major federal award programs are reported in the Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance.

5. The auditors' report on compliance for the major federal award programs for Rockingham Nutrition and Meals on Wheels Program expresses an unmodified opinion on all major federal programs.

6. There were no audit findings relative to the major federal award programs of Rockingham Nutrition and Meals on Wheels Program.

7. The programs tested as a major program were:

Program	CFDA No.
Special Programs for the Aging – Title III, Part B - Grants for Supportive Services and Senior Centers	93.044
Special Programs for the Aging – Title III, Part C - Nutrition Services	93.045
Nutrition Services Incentive Program	93.053

8. The threshold used for distinguishing Type A and B programs was $750,000.

9. Rockingham Nutrition and Meals on Wheels Program was determined to be a low-risk auditee.

B. FINDINGS - FINANCIAL STATEMENTS AUDIT

None.

C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None.

INDEPENDENT AUDITORS' COMMENTS ON OTHER MATTERS

A. SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

2017 - No findings were noted in prior year.

B. PROVIDER ORGANIZATION RESPONSE TO AUDIT REPORT

The contents of the audit report were discussed with the Finance Committee of the Organization's Board of Directors as well as Debra Perou, Executive Director of Rockingham Nutrition and Meals on Wheels Program by John M. Pallone, Partner of Shaheen, Pallone & Associates, P.C., Certified Public Accountants.

All of the responsible officials of Rockingham Nutrition and Meals on Wheels Program are in agreement with the auditors' conclusion.

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Rockingham Nutrition and Meals on Wheels Program

RNMOW Board of Directors' List

Name and Term Date:	Address	Officers & Committees
Chris Kelsey *March 2019*	*Exeter, NH 03833*	Chairman Governance, Chair
David Barka *September 2021*	Derry, NH 03038	Treasurer Finance, Chair
Sallyann Hawko *April 2021*	Exeter, NH 03833	Secretary Governance
Tim Diaz *May 2020*	Brentwood, NH 03833	Finance
Diane Kerr *September 2021*	Exeter, NH 03833	Governance
Carolyn O'Driscoll *June 2021*	Durham, NH 03824	Governance
Denise E. Petrin January 2021	Manchester, NH 03101	
Sandra J. Tanis *May 2019*	Exeter, NH 03833	Governance Finance

DEBRA PEROU

EXPERIENCE

Sept. 1978- Present **Rockingham Nutrition and Meals on Wheels Program, Inc.**
106 North Road, Brentwood, NH 03833

Executive Director of the Rockingham Nutrition and Meals on Wheels Program, a private nonprofit organization that provides community and home delivered meals, social services and transportation to older and temporarily and permanently home bound residents living in Rockingham County, New Hampshire, a 37 town catchment area.

Responsibilities include grant writing and presentation, personnel management, development and evaluation (73 employees), program operation and development (12 program locations, 4 programs); coordination of services, review and monitoring of programs, public relations, fundraising, budget preparation and implementation, work with and for the agency's Board of Directors, including implementation of their decisions; all federal, state, and local reporting requirements; and other duties related to the management of a nonprofit organization.

EDUCATION

BA, Summa Cum Laude, Political Science 1978 Bowdoin College, Brunswick Maine. James Bowdoin Scholar. Phi Beta Kappa.

Continuing Education Numerous seminars, workshops, classes and training on aging, personnel, volunteers, fundraising, board development, general management and more.

PROFESSIONAL AFFILIATIONS

- The National Association of Nutrition and Aging Services
- Meals on Wheels Association of America
- New Hampshire Senior Nutrition Network
- New Hampshire Center for Nonprofits
- New Hampshire Coalition of Aging Services
- Member of Regional Coordination Transportation Councils, Region 9 and 10
- Executive Member of Regional Coordination Council Region 10
- New Hampshire Association of Healthy Aging
- New Hampshire Association of Healthy Aging, Steering Committee

Cynthia E. Mielke

Experience:

Rockingham Nutrition & Meals on Wheels — **April 2013 – Present**
106 North Road, Brentwood, NH 03833

Accounting Officer – Responsibilities include Payroll, Accounts Receivable, Accounts Payable, Human Resources, Employee Benefits, Insurances and other duties related to the financial aspects of RNMOW.

The Timberland Company — **2000 - 2012**
200 Domain Drive, Stratham, NH 03885

Executive Assistant
Accessories & Licensing

Executive Assistant
to the CEO/President

Sr. Administrative Assistant
to the Sr. Vice President – Global Product Management

Administrative Assistant to the Vice President – Human Resources

Service Credit Union — **1996 – 2000**
2010 Lafayette Road, Portsmouth, NH 03801

Executive Secretary to President/CEO

Omni Hotels — **1979 - 1996**
500 Lafayette Road, Hampton, NH 03842

Administrative Assistant to President /CEO

Education & Training:

Northern Essex Community College, 100 Elliot St., Haverhill, Massachusetts
Associate Degree in Science - Business - (Northern Essex President's List)

Successfully completed N.H. Real Estate Licensing Exam

Helen Kostrzynski

Objective To work for a non-profit organization and feel that I am making a difference in someone's life

Professional Highlights

Buckingham Nutrition & Meals on Wheels 2008-present

In my current position I am responsible for the proper functioning of 12 meal sites that serve meals to seniors that come into the centers for lunch and for all 36 home delivered meal routes. We serve over 1000 meals each day, Monday-Friday. I also oversee our senior transportation program, volunteer program, nutrition and safety.

Operations Director

- Oversee all aspect of the day to day functions of all 12 meal sites
- Manage caterer, menu planning and nutrition program
- HR compliance, handling and documenting employee discipline issues, hiring of staff, payroll processing etc.
- Make sure all DOT regulations are met for our transportation program
- Fundraising, track and report on donations from annual campaign and other fundraisers
- Plan and implement fundraisers
- Public speaking events for town meetings and other events

Auditor / Field Supervisor

- Compliance checks verifying that polices and procedures are being followed
- Run meal sites when managers are out or during vacancies.
- Internal auditing done on meals, ordered/served, staff time keeping, inventory, meal routes and donation tracking
- Complete annual employee evaluation on each manager
- Promote RNMOW at health fairs, senior meetings and conferences
- Network with other referring agency's regarding our services
- Conducts hiring process for site staff
- Works with administration on hiring managers
- Completes annual assessment on each site location
- Liaison between admin. and site staff
- Fundraising

Administrative

- Created a comprehensive Drug – Free workplace policy in accordance with Department of Labor & Department of Transportation guidelines
- Created a policy and protocol hand book for our Volunteer workers program in accordance with Workmen's comp. regulations and Department of Labor guidelines
- Chairperson of agency wide Safety program

Skills

- Microsoft Office
- Microsoft Streets and Trips
- Strong working knowledge of dietary guidelines
- Attend annual nutrition trainings and conferences

144 Osprey drive, Portsmouth NH 03801~(603) 953-4529 ~Helenkos55@gmail.com

Helen Kostrzynski

- Servsafe certification
- Strong working knowledge of Department of Transportation safety regulations and training requirements
- Strong working knowledge of Department of Labor regulations and guidelines
- Attend annual Department of Labor trainings
- Strong organizational and communications skills

Employment History

Operations Director		2017- present
Auditor / Field Supervisor / Administrative Assistant	Rockingham Nutrition & Meals on Wheels, Brentwood, NH	2008 -2017
Banquet Team Member	The Wentworth by the Sea, New Castle, NH	2005-2010
Sales Representative	Rainbow Play systems, Portsmouth, NH	2001-2006

Education

B.A. Psychology	University of New Hampshire, Durham, NH	2005

CONTRACTOR NAME: Rockingham Nutrition and Meals on Wheels Program, Inc. 1/17/2019

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Debra Perou	Executive Director	65%	88,845	57,749
Cyndi Mielke	Accounting and Payroll Officer	65%	42,874	27,868
Helen Kostrzynski	Operations Director	65%	45,016	29,260

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301-3587
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 2, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $8,597,592 from $17,667,902 to an amount not to exceed $26,265,494 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, **retroactive** to July 1, 2017 effective upon Governor and Executive Council. The original agreements were approved by Governor and Executive Council on December 21, 2016 (Item # 15) and the contract with Rockingham Nutrition Meals on Wheels was amended on June 7, 2017 (Item #13). 43% General Funds/ 57% Federal Funds.

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757	$1,491,912	$4,557,669
Community Action Partnership of Strafford County	177200	Dover	$69,513	$33,780	$103,293
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629	$91,665	$280,294
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814	$1,151,539	$3,518,353
Greater Wakefield Resource Center	158408	Union	$30,800	$14,992	$45,792
Lamprey Health Care	177677	Newmarket	$118,560	$57,579	$176,139
Newport Senior Center	177250	Newport	$1,272,754	$619,398	$1,892,152
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279	$363,251	$1,109,530

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064	$1,396,238	$4,265,302
Southwestern Community Services	177511	Keene	$117,031	$56,890	$173,921
St Joseph Community Services	155093	Merrimack	$2,999,190	$1,459,761	$4,458,951
Strafford Nutrition MOW	260818	Somersworth	$774,098	$376,787	$1,150,885
The Gibson Center for Senior Services	155344	North Conway	$506,402	$246,440	$752,842
Tri-County Community Action Program	177195	Berlin	$1,403,957	$683,006	$2,086,963
VNA at HCS	177274	Keene, NH	$1,139,054	$554,354	$1,693,408
		Total:	**$17,667,902**	**$8,597,592**	**$26,265,494**

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated in each year of the biennium (State Fiscal Years 2018 and 2019) a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services in HB144. The Department is amending the contracts to increase the per meal and per client per date transportation rates. The purpose of this request is to increase the price limitation and extend the completion date in order for the vendors to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will

prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services.

These contracts were selected through a competitive bid process. Sixteen (16) agreements were originally approved by the Governor and Executive Council, one (1) of which (City of Nashua) will be put before the Governor and Executive Council at a later date.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement includes the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for nine (9) months, leaving an additional one (1) year and three (3) months of renewal.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates paid for Nutrition and Transportation Services, and its inclusion of funding in the current biennium to support these increases will be unfulfilled.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,

Christine L. Santaniello
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,614.60		$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50		$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50		$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20	$12,514.04	$261,743.24
541-500383	Meals - Congregate	2018	$327,189.50	$16,656.92	$343,846.42
544-500386	Meals - Home Delivered	2018	$669,515.00	$34,084.40	$703,599.40
512-500352	Transportation of Clients	2019	$62,307.30	$199,435.94	$261,743.24
541-500383	Meals - Congregate	2019	$81,796.00	$262,050.42	$343,846.42
544-500386	Meals - Home Delivered	2019	$167,381.50	$536,217.90	$703,599.40
		Subtotal	***$2,180,388.10***	***$1,060,959.62***	***$3,241,347.72***

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

Class/Account	Class Title	SFY.	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,893.80		$53,893.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$107,787.60	$5,412.12	$113,199.72
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$26,946.90	$86,252.82	$113,199.72
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,845.40		$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00		$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50		$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10	$1,288.77	$26,955.87
541-500383	Meals - Congregate	2018	$93,500.00	$4,760.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$130,795.50	$6,658.68	$137,454.18
512-500352	Transportation of Clients	2019	$6,422.70	$20,533.17	$26,955.87
541-500383	Meals - Congregate	2019	$23,375.00	$74,885.00	$98,260.00
544-500386	Meals - Home Delivered	2019	$32,697.50	$104,756.68	$137,454.18
		Subtotal	***$437,453.70***	***$212,882.30***	***$650,336.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,129.90		$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50		$187,621.50
544-500386	Meals - Home Delivered	2017	$161,073.00		$161,073.00
512-500352	Transportation of Clients	2018	$366,236.10	$18,389.07	$384,625.17
541-500383	Meals - Congregate	2018	$375,243.00	$19,103.28	$394,346.28
544-500386	Meals - Home Delivered	2018	$322,146.00	$16,400.16	$338,546.16
512-500352	Transportation of Clients	2019	$91,553.10	$293,072.07	$384,625.17
541-500383	Meals - Congregate	2019	$93,813.50	$300,532.78	$394,346.28
544-500386	Meals - Home Delivered	2019	$80,536.50	$258,009.66	$338,546.16
		Subtotal	***$1,861,352.60***	***$905,507.02***	***$2,766,859.62***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			
541-500383	Meals - Congregate	2017	$8,800.00		$8,800.00
544-500386	Meals - Home Delivered	2017			
512-500352	Transportation of Clients	2018			
541-500383	Meals - Congregate	2018	$17,600.00	$896.00	$18,496.00
544-500386	Meals - Home Delivered	2018			
512-500352	Transportation of Clients	2019			
541-500383	Meals - Congregate	2019	$4,400.00	$14,096.00	$18,496.00
544-500386	Meals - Home Delivered	2019			
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,872.80		$33,872.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$67,745.60	$3,387.28	$71,132.88
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,941.60	$54,191.28	$71,132.88
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.80		$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00		$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50		$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60	$3,888.92	$81,340.52
541-500383	Meals - Congregate	2018	$160,726.50	$8,182.44	$168,908.94
544-500386	Meals - Home Delivered	2018	$249,909.00	$12,722.64	$262,631.64
512-500352	Transportation of Clients	2019	$19,362.90	$61,977.62	$81,340.52
541-500383	Meals - Congregate	2019	$40,183.00	$128,725.94	$168,908.94
544-500386	Meals - Home Delivered	2019	$62,480.00	$200,151.64	$262,631.64
		Subtotal	***$854,159.30***	***$415,649.20***	***$1,269,808.50***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$62,777.00		$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50		$71,857.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$125,554.00	$6,391.84	$131,945.84
544-500386	Meals - Home Delivered	2018	$143,715.00	$7,316.40	$151,031.40
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$31,388.50	$100,557.34	$131,945.84
544-500386	Meals - Home Delivered	2019	$35,931.50	$115,099.90	$151,031.40
		Subtotal	***$471,223.50***	***$229,365.48***	***$700,588.98***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,844.00		$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00		$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00		$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60	$9,104.25	$190,781.85
541-500383	Meals - Congregate	2018	$247,500.00	$12,600.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$663,674.00	$33,787.04	$697,461.04
512-500352	Transportation of Clients	2019	$45,416.80	$145,365.05	$190,781.85
541-500383	Meals - Congregate	2019	$61,875.00	$198,225.00	$260,100.00
544-500386	Meals - Home Delivered	2019	$165,918.50	$531,542.54	$697,461.04
		Subtotal	***$1,912,492.90***	***$930,623.88***	***$2,843,116.78***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,001.60		$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50		$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00		$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80	$2,499.64	$52,492.44
541-500383	Meals - Congregate	2018	$317,075.00	($116,798.00)	$200,277.00
544-500386	Meals - Home Delivered	2018	$981,794.00	$182,922.24	$1,164,716.24
512-500352	Transportation of Clients	2019	$12,500.80	$39,991.64	$52,492.44
541-500383	Meals - Congregate	2019	$79,271.50	$121,005.50	$200,277.00
544-500386	Meals - Home Delivered	2019	$245,448.50	$919,267.74	$1,164,716.24
		Subtotal	***$2,360,518.70***	***$1,148,888.76***	***$3,509,407.46***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,440.70		$33,440.70
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$66,881.40	$3,358.18	$70,239.58
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,708.50	$53,531.08	$70,239.58
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,860.60		$19,860.60
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$39,721.20	$1,994.44	$41,715.64
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$9,930.30	$31,785.34	$41,715.64
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$27,973.00		$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50		$129,233.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$55,940.50	$2,847.88	$58,788.38
544-500386	Meals - Home Delivered	2018	$258,467.00	$13,158.32	$271,625.32
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$13,986.50	$44,801.88	$58,788.38
544-500386	Meals - Home Delivered	2019	$64,619.50	$207,005.82	$271,625.32
		Subtotal	***$550,220.00***	***$267,813.90***	***$818,033.90***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00		$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00		$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00		$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00	$10,249.00	$215,229.00
541-500383	Meals - Congregate	2018	$155,732.50	$7,928.20	$163,660.70
544-500386	Meals - Home Delivered	2018	$305,140.00	$15,534.40	$320,674.40
512-500352	Transportation of Clients	2019	$51,245.00	$163,984.00	$215,229.00
541-500383	Meals - Congregate	2019	$38,934.50	$124,726.20	$163,660.70
544-500386	Meals - Home Delivered	2019	$76,285.00	$244,389.40	$320,674.40
		Subtotal	***$1,165,246.00***	***$566,811.20***	***$1,732,057.20***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.10		$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50		$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00		$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50	$2,909.55	$60,856.05
541-500383	Meals - Congregate	2018	$146,547.50	$7,460.60	$154,008.10
544-500386	Meals - Home Delivered	2018	$237,484.50	$12,090.12	$249,574.62
512-500352	Transportation of Clients	2019	$14,480.70	$46,375.35	$60,856.05
541-500383	Meals - Congregate	2019	$36,635.50	$117,372.60	$154,008.10
544-500386	Meals - Home Delivered	2019	$59,372.50	$190,202.12	$249,574.62
		Subtotal	***$773,473.80***	***$376,410.34***	***$1,149,884.14***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
		Subtotal	***$13,091,059.60***	***$6,369,816.24***	***$19,460,875.84***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50		$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00	$25,756.08	$531,679.08
544-500386	Meals Home Delivered	2019	$126,483.50	$405,195.58	$531,679.08
		Subtotal	***$885,368.00***	***$430,951.66***	***$1,316,319.66***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00		$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50	$2,005.64	$41,402.14
544-500386	Meals Home Delivered	2019	$9,850.50	$31,551.64	$41,402.14
		Subtotal	***$68,948.00***	***$33,557.28***	***$102,505.28***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00		$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50	$14,704.20	$303,536.70
544-500386	Meals Home Delivered	2019	$72,209.50	$231,327.20	$303,536.70
		Subtotal	***$505,461.00***	***$246,031.40***	***$751,492.40***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50		$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00	$12,177.20	$251,372.20
544-500386	Meals Home Delivered	2019	$59,801.50	$191,570.70	$251,372.20
		Subtotal	***$418,594.00***	***$203,747.90***	***$622,341.90***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50		$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50	$8,001.56	$165,175.06
544-500386	Meals Home Delivered	2019	$39,292.00	$125,883.06	$165,175.06
		Subtotal	***$275,055.00***	***$133,884.62***	***$408,939.62***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00		$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00	$27,827.52	$574,439.52
544-500386	Meals Home Delivered	2019	$136,653.00	$437,786.52	$574,439.52
		Subtotal	***$956,571.00***	***$465,614.04***	***$1,422,185.04***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00		$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50	$18,579.40	$383,531.90
544-500386	Meals Home Delivered	2019	$91,239.50	$292,292.40	$383,531.90
		Subtotal	***$638,671.00***	***$310,871.80***	***$949,542.80***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00		$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00	$6,512.80	$134,442.80
544-500386	Meals Home Delivered	2019	$31,982.50	$102,460.30	$134,442.80
		Subtotal	***$223,877.50***	***$108,973.10***	***$332,850.60***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50		$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50	$6,944.28	$143,349.78
544-500386	Meals Home Delivered	2019	$34,100.00	$109,249.78	$143,349.78
		Subtotal	***$238,711.00***	***$116,194.06***	***$354,905.06***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50		$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00	$10,634.96	$219,535.96
544-500386	Meals Home Delivered	2019	$52,228.00	$167,307.96	$219,535.96
		Subtotal	***$365,579.50***	***$177,942.92***	***$543,522.42***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Subtotal	***$4,576,836.00***	***$2,227,768.78***	***$6,804,604.78***

Summary by Vendor by Year

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,931.10	$0.00	$875,931.10
		2018	$1,751,856.70	$89,011.44	$1,840,868.14
		2019	$437,968.30	$1,402,899.84	$1,840,868.14
		Subtotal	***$3,065,756.10***	***$1,491,911.28***	***$4,557,667.38***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,893.80	$0.00	$53,893.80
		2018	$107,787.60	$5,412.12	$113,199.72
		2019	$26,946.90	$86,252.82	$113,199.72
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,696.90	$0.00	$144,696.90
		2018	$289,359.10	$14,713.09	$304,072.19
		2019	$72,345.70	$231,726.49	$304,072.19
		Subtotal	***$506,401.70***	***$246,439.58***	***$752,841.28***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,243.40	$0.00	$676,243.40
		2018	$1,352,457.60	$68,596.71	$1,421,054.31
		2019	$338,112.60	$1,082,941.71	$1,421,054.31
		Subtotal	***$2,366,813.60***	***$1,151,538.42***	***$3,518,352.02***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$17,600.00	$896.00	$18,496.00
		2019	$4,400.00	$14,096.00	$18,496.00
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,872.80	$0.00	$33,872.80
		2018	$67,745.60	$3,387.28	$71,132.88
		2019	$16,941.60	$54,191.28	$71,132.88
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,643.80		$363,643.80
		2018	$727,282.10	$36,971.20	$764,253.30
		2019	$181,827.40	$582,425.90	$764,253.30
		Subtotal	***$1,272,753.30***	***$619,397.10***	***$1,892,150.40***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,224.00	$0.00	$213,224.00
		2018	$426,442.50	$21,709.80	$448,152.30
		2019	$106,612.00	$341,540.30	$448,152.30
		Subtotal	***$746,278.50***	***$363,250.10***	***$1,109,528.60***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,737.00	$0.00	$819,737.00
		2018	$1,639,463.60	$83,318.81	$1,722,782.41
		2019	$409,863.30	$1,312,919.11	$1,722,782.41
		Subtotal	***$2,869,063.90***	***$1,396,237.92***	***$4,265,301.82***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$856,915.10	$0.00	$856,915.10
		2018	$1,713,814.30	$87,203.28	$1,801,017.58
		2019	$428,460.30	$1,372,557.28	$1,801,017.58
		Subtotal	***$2,999,189.70***	***$1,459,760.56***	***$4,458,950.26***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,440.70	$0.00	$33,440.70
		2018	$66,881.40	$3,358.18	$70,239.58
		2019	$16,708.50	$53,531.08	$70,239.58
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,860.60	$0.00	$19,860.60
		2018	$39,721.20	$1,994.44	$41,715.64
		2019	$9,930.30	$31,785.34	$41,715.64
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,171.50	$0.00	$221,171.50
		2018	$442,337.50	$22,519.00	$464,856.50
		2019	$110,588.50	$354,268.00	$464,856.50
		Subtotal	***$774,097.50***	***$376,787.00***	***$1,150,884.50***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,134.50	$0.00	$401,134.50
		2018	$802,258.00	$40,655.88	$842,913.88
		2019	$200,564.50	$642,349.38	$842,913.88
		Subtotal	***$1,403,957.00***	***$683,005.26***	***$2,086,962.26***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,457.10	$0.00	$325,457.10
		2018	$650,879.50	$33,095.23	$683,974.73
		2019	$162,716.70	$521,258.03	$683,974.73
		Subtotal	***$1,139,053.30***	***$554,353.26***	***$1,693,406.56***

Summary for All Vendors by Year

		SFY	Current Budget	(Decrease)	Modified Budget
		2017	$5,048,022.30	$0.00	$5,048,022.30
		2018	$10,095,886.70	$512,842.46	$10,608,729.16
		2019	$2,523,986.60	$8,084,742.56	$10,608,729.16
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
7872-541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
7872-512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
7872-541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
7872-512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
7872-541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
9255-544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
9255-544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
9255-544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

7872-512-500352	Transportation of Clients	all	$2,616,837.60	$1,271,490.62	$3,888,328.22
7872-541-500383	Meals - Congregate	all	$3,539,585.50	$1,457,007.82	$4,996,593.32
7872-544-500386	Meals - Home Delivered	all	$6,934,636.50	$3,641,317.80	$10,575,954.30
9255-544-500386	Meals Home Delivered	all	$4,576,836.00	$2,227,768.78	$6,804,604.78
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Grand Total SFY17	2017	**$5,048,022.30**	**$0.00**	**$5,048,022.30**
Grand Total SFY18	2018	**$10,095,886.70**	**$512,842.46**	**$10,608,729.16**
Grand Total SFY19	2019	**$2,523,986.60**	**$8,084,742.56**	**$10,608,729.16**
Total Contract		**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Nutrition and Transportation Contract

This 2nd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated this 2nd day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Rockingham Nutrition and Meals on Wheels Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 106 North Road, Brentwood, NH 03833.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15) and subsequently amended on June 7, 2017 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service rates, extend the completion date, and increase the price limitation;

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

1. Amend General Provisions (Form P-37), Block 1.7, to read June 30, 2019.

12/6/17

2. Amend General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $1,396,238 from $2,869,064 to read $4,265,302.

3. Amend General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.

4. Amend General Provisions (Form P-37), Block 1.10 to read 603-271-9330.

5. Delete Exhibit B-2, Rate Sheet in its entirety and replace with Exhibit B-2 – Amendment #2, Rate Sheet.

6. Add Attachment A – Amendment #2, Attestation.

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

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

State of New Hampshire
Department of Health and Human Services

11/14/17
Date

Christine L. Santaniello
Director

Rockingham Nutrition and
Meals on Wheels Program, Inc.

11/2/17
Date

Name: Debra Perou
Title: Director

Acknowledgement of Contractor's signature:

State of New Hampshire County of Rockingham on Nov. 2, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Helen K Kostrzynski
Signature of Notary Public or Justice of the Peace

Helen K Kostrzynski
Name and Title of Notary or Justice of the Peace

My Commission Expires: June 19, 2018

New Hampshire Department of Health and Human Services
Nutrition and Transportation

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

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	49,692	$5.50	$ 273,306.00
Title IIIC HD Meals	Per Meal	60,334	$5.50	$ 331,837.00
Title IIIC Cong Meals	Per Meal	22,500	$5.50	$ 123,750.00
Title IIIB Transportation	PerClient/PerDay	3,833	$23.70	$ 90,842.10
			Subtotal	***$ 819,735.10***

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	99,384	$5.78	$ 574,439.52
Title IIIC HD Meals	Per Meal	120,668	$5.78	$ 697,461.04
Title IIIC Cong Meals	Per Meal	45,000	$5.78	$ 260,100.00
Title IIIB Transportation	PerClient/PerDay	7,665	$24.89	$ 190,781.85
			Subtotal	***$ 1,722,782.41***

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	99,384	$5.78	$ 574,439.52
Title IIIC HD Meals	Per Meal	120,668	$5.78	$ 697,461.04
Title IIIC Cong Meals	Per Meal	45,000	$5.78	$ 260,100.00
Title IIIB Transportation	PerClient/PerDay	7,665	$24.89	$ 190,781.85
			Subtotal	***$ 1,722,782.41***

Total	**$**	**4,265,299.92**

Attachment A – Amendment #2

ATTESTATION

For Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit (per diem or per meal) rates or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the agency named below, I certify that the agency named below will use the increase in funding exclusively to increase service unit rates for the administration of the services listed on Exhibit B-2 – Amendment #2, Rate Sheet and that the state may request an audit of our records to confirm the same.

Debra Perou, Executive Director of the Rockingham Nutrition & Meals on Wheels Program

Name, Title, and Agency Name

Debra Perou

Signature

11/2/17

Date

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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

April 17, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to **retroactively** amend an existing contract with Rockingham Nutrition Meals on Wheels (Vendor ID # 155197) located at 106 North Road, Brentwood, NH 03833, to change the transportation service rate within the price limitation for the provision of Nutrition and/or Transportation Services effective upon Governor and Executive Council Approval. There is no change to the price limitation of $2,869,063.90 and no change to the completion date of September 30, 2018. The original agreement was approved by Governor and Executive Council on December 21, 2016 (Item # 15). 54% Federal Funds. 46%General Funds.

Funds to support this request are available in State Fiscal Year 2017 and are anticipated to be available for State Fiscal Year 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

SFY	Class/ Account	Class Title	Current Budget
2017	512-500352	Transportation of Clients	$90,844.00
2017	541-500383	Meals - Congregate	$123,750.00
2017	544-500386	Meals - Home Delivered	$331,837.00
2018	512-500352	Transportation of Clients	$181,677.60
2018	541-500383	Meals - Congregate	$247,500.00
2018	544-500386	Meals - Home Delivered	$663,674.00
2019	512-500352	Transportation of Clients	$45,416.80
2019	541-500383	Meals - Congregate	$61,875.00
2019	544-500386	Meals - Home Delivered	$165,918.50
		Subtotal	***$1,912,492.90***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (44.79% Federal Funds; 55.21% General Funds)

	Class/Account	Class Title	Current Budget
SFY	544-500386	Meals Home Delivered	$273,306.00
2017	544-500386	Meals Home Delivered	$546,612.00
2018	544-500386	Meals Home Delivered	$136,653.00
2019		***Subtotal***	***$956,571.00***
		Total	**$2,869,063.90**

EXPLANATION

The purpose of this amendment is to request a **retroactive** change to the transportation service rate for Rockingham Nutrition Meals on Wheels from $10.40 to $23.70, while reducing the total number of rides anticipated, with no change to the price limitation. Transportation Services support older, isolated and frail adults ages sixty (60) and older in the community by assisting them to continue living as independently as possible, safely, and with dignity.

Effective January 1, 2017, the Bureau of Elderly and Adult Services implemented a new rate structure for contracted transportation agencies without increasing the total amount of funding available for transportation. The new rate structure is intended to reimburse contract agencies at a rate that is more aligned with their costs for providing these services in their geographic areas. The rate change is being made to correct an incorrect rate allocated to the agency. The current rate was based on the agency's geographic headquarters in southern New Hampshire and currently does not account for the large rural areas served by the agency. In addition, the agency had requested fewer transportation units in its proposal than were assigned in the currently effective contract. The request is **retroactive** to the beginning of the contract, January 1, 2017, to account for the error. It is projected that the increase in rates will support the additional costs of serving clients in more rural areas and will ensure that clients are able to receive needed transportation services.

Transportation Services includes transporting individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable. The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness. Services are designed to assist low income participants, including the elderly poor.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. Sixteen (16) contracts were approved by the Governor and Executive Council. These agreements include renewal options for up to two (2) years, contingent upon the provision of satisfactory services, continued funding, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, the funding rate assigned to the contractor will hamper the contractor's ability to provide transportation services.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated this 28th day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Rockingham Nutrition and Meals on Wheels Program, Inc., (hereinafter referred to as "the Contractor"), a non-profit agency with a place of business at 106 North Road, Brentwood, NH 03833.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

WHEREAS, the parties agree to modify the rate sheet;

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

1. Delete Exhibit B-1 in its entirety and replace with Exhibit B-2.

New Hampshire Department of Health and Human Services
Nutrition and Transportation

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

4/28/17
Date

Maureen U. Ryan
Director

Rockingham Nutrition and Meals on Wheels Program, Inc.

4/21/2017
Date

Name:
Title:

Acknowledgement of Contractor's signature:

State of N.H., County of Rockingham on 4/21/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

CYNTHIA E. MELIKE, Notary Public
New Hampshire
My Commission Expires March 13, 2020

My Commission Expires:

New Hampshire Department of Health and Human Services
Nutrition and Transportation

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

OFFICE OF THE ATTORNEY GENERAL

5/20/17
Date

Name: Megan A. Lucy
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2 Rate Sheet

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	60,334	$5.50	$ 331,837.00
Title IIIC Cong Meals	Per Meal	22,500	$5.50	$ 123,750.00
Title XX HD Meals	Per Meal	49,692	$5.50	$ 273,306.00
Title IIIB Transportation	PerClient/PerDay	3,833	$23.70	$ 90,844.00

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	120,668	$5.50	$ 663,674.00
Title IIIC Cong Meals	Per Meal	45,000	$5.50	$ 247,500.00
Title XX HD Meals	Per Meal	99,384	$5.50	$ 546,612.00
Title IIIB Transportation	PerClient/PerDay	7,666	$23.70	$ 181,677.60

7/1/2018 through 09/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	30,167	$5.50	$ 165,918.50
Title IIIC Cong Meals	Per Meal	11,250	$5.50	$ 61,875.00
Title XX HD Meals	Per Meal	24,846	$5.50	$ 136,653.00
Title IIIB Transportation	PerClient/PerDay	1,916	$23.70	$ 45,416.80

Contractor Initials: AP
Date: 4/21/2017

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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

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November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed $17,667,902 effective January 1, 2017, or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814
Greater Wakefield Resource Center	TBD	Union	$30,800
Lamprey Health Care	177677	Newmarket	$118,560
Newport Senior Center	177250	Newport	$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064
St Joseph Community Services	155093	Merrimack	$2,999,190
Strafford Nutrition MOW	260818	Somersworth	$774,098
Southwestern Community Services	TBD	Keene	$117,031
The Gibson Center for Senior Services	155344	North Conway	$506,402
Tri-County Community Action Program	TBD	Berlin	$1,403,957
VNA at HCS	177274	Keene, NH	$1,139,054
		Total:	$17,667,902

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. . Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

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

Nutrition and Transportation Services
RFA Name

RFA-2017-BEAS-06-NUTRI
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. CAP Belknap-Merrimack Counties, Inc.		150	150
2. CAP Strafford County		150	105
3. Easter Seals NH		150	142
4. Grafton County Senior Citizens Council, Inc.		150	150
5. Greater Wakefield Resource Center		150	105
6. Lamprey Health Care		150	150
7. Nashua Transit System		150	135
8. Newport Senior Center, Inc.		150	130
9. Ossipee Concerned Citizens, Inc.		150	125
10. Rockingham Nutrition Meals on Wheels		150	150
11. St. Joseph Community Services, Inc.		150	145

Reviewer Names

1. Tracey Tarr, Administrator II, Elderly & Adult Srvcs, DHHS
2. Jean Crouch, Supervisor VII, DEAS
3. Wendy Aultman, Administrator I DEAS
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12. Strafford Nutrition Meals on Wheels		150	135
13. The Gibson Center for Senior Services, Inc		150	150
14. Tri County CAP, Inc.		150	150
15. VNA at HCS		150	130
16. Southwestern Community Services		150	120
17. 0		150	0
18. 0		150	0
19. 0		150	0
20. 0		150	0

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20
541-500383	Meals - Congregate	2018	$327,189.50
544-500386	Meals - Home Delivered	2018	$669,515.00
512-500352	Transportation of Clients	2019	$62,307.30
541-500383	Meals - Congregate	2019	$81,796.00
544-500386	Meals - Home Delivered	2019	$167,381.60
		Subtotal	$2,180,388.10

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$53,693.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$107,787.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$12,645.40
541-500383	Meals - Congregate	2017	$48,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10
541-500383	Meals - Congregate	2018	$93,500.00
544-500386	Meals - Home Delivered	2018	$130,795.50
512-500352	Transportation of Clients	2019	$8,422.70
541-500383	Meals - Congregate	2019	$23,316.00
544-500386	Meals - Home Delivered	2019	$32,692.50
		Subtotal	$437,453.70

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	[illegible]
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	$325,146.00
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$1,861,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	[illegible]
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	$17,600.00
544-500386	Meals - Home Delivered	2018	$0.00
512-500352	Transportation of Clients	2019	$0.00
541-500383	Meals - Congregate	2019	$4,400.00
544-500386	Meals - Home Delivered	2019	$0.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$33,872.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$67,745.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,941.60
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$38,725.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	$249,909.00
512-500352	Transportation of Clients	2019	$19,362.90
541-500383	Meals - Congregate	2019	$40,183.00
544-500386	Meals - Home Delivered	2019	$62,480.00
		Subtotal	$854,159.30

Ossipee Concerned Citizens (Vendor #170168)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$82,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$125,554.00
544-500386	Meals - Home Delivered	2018	$143,715.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$31,388.50
544-500386	Meals - Home Delivered	2019	$35,931.50
		Subtotal	$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60
541-500383	Meals - Congregate	2018	$247,500.00
544-500386	Meals - Home Delivered	2018	$663,674.00
512-500352	Transportation of Clients	2019	$45,416.80
541-500383	Meals - Congregate	2019	$61,875.00
544-500386	Meals - Home Delivered	2019	$165,918.50
		Subtotal	$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80
541-500383	Meals - Congregate	2018	$317,075.00
544-500386	Meals - Home Delivered	2018	$981,794.00
512-500352	Transportation of Clients	2019	$12,500.80
541-500383	Meals - Congregate	2019	$79,275.50
544-500386	Meals - Home Delivered	2019	$245,448.50
		Subtotal	$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$33,440.70
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$66,881.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,708.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$19,860.60
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$55,940.50
544-500386	Meals - Home Delivered	2018	$258,467.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$13,986.50
544-500386	Meals - Home Delivered	2019	$64,619.50
		Subtotal	$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$102,490.00
541-500383	Meals - Congregate	2017	$77,868.00
544-500386	Meals - Home Delivered	2017	$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00
541-500383	Meals - Congregate	2018	$155,732.30
544-500386	Meals - Home Delivered	2018	$305,140.00
512-500352	Transportation of Clients	2019	$51,245.00
541-500383	Meals - Congregate	2019	$38,934.50
544-500386	Meals - Home Delivered	2019	$76,285.00
		Subtotal	$1,165,246.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$28,985.10
541-500383	Meals - Congregate	2017	$78,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50
541-500383	Meals - Congregate	2018	$146,547.50
544-500386	Meals - Home Delivered	2018	$237,484.50
512-500352	Transportation of Clients	2019	$14,480.70
541-500383	Meals - Congregate	2019	$36,635.50
544-500386	Meals - Home Delivered	2019	$59,372.50
		Subtotal	$773,473.80

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70
541-500383	Meals - Congregate	2018	$2,022,608.50
544-500386	Meals - Home Delivered	2018	$3,962,640.00
512-500352	Transportation of Clients	2019	$373,816.60

541-500383	Meals - Congregate	2019	$505,659.00
544-500386	Meals - Home Delivered	2019	$990,671.00
		Subtotal	$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00
544-500386	Meals Home Delivered	2019	$126,483.50
		Subtotal	$885,368.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50
544-500386	Meals Home Delivered	2019	$9,850.50
		Subtotal	$68,948.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50
544-500386	Meals Home Delivered	2019	$72,209.50
		Subtotal	$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 168408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00
544-500386	Meals Home Delivered	2019	$59,801.50
		Subtotal	$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50
544-500386	Meals Home Delivered	2019	$39,292.00
		Subtotal	$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00
544-500386	Meals Home Delivered	2019	$136,653.00
		Subtotal	$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00
544-500386	Meals Home Delivered	2018	$364,962.50
544-500386	Meals Home Delivered	2019	$91,239.50
		Subtotal	$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00
544-500386	Meals Home Delivered	2019	$31,982.50
		Subtotal	$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50
544-500386	Meals Home Delivered	2019	$34,100.00
		Subtotal	$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00
544-500386	Meals Home Delivered	2019	$52,228.00
		Subtotal	$365,579.50

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50
544-500386	Meals Home Delivered	2019	$653,840.00
		Subtotal	$4,576,836.00

Summary by Vendor by Year

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

		State Fiscal Year	Current Modified Budget
		2017	$875,931.10
		2018	$1,751,856.70
		2019	$437,968.30
		Subtotal	$3,065,756.10

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

		State Fiscal Year	Current Modified Budget
		2017	$53,893.80
		2018	$107,787.60
		2019	$26,946.90
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget
		2017	$144,696.90
		2018	$289,359.10
		2019	$72,345.70
		Subtotal	$506,401.70

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

		State Fiscal Year	Current Modified Budget
		2017	$676,243.40
		2018	$1,352,457.60
		2019	$338,112.60
		Subtotal	$2,366,813.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		State Fiscal Year	Current Modified Budget
		2017	$8,800.00
		2018	$17,600.00
		2019	$4,400.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget
		2017	$33,872.80
		2018	$67,745.60
		2019	$16,941.60
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget
		2017	$363,643.80
		2018	$727,282.10
		2019	$181,827.40
		Subtotal	$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget
		2017	$213,224.00
		2018	$426,442.50
		2019	$106,612.00
		Subtotal	$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget
		2017	$819,737.00
		2018	$1,639,463.60
		2019	$409,863.30
		Subtotal	$2,869,063.90

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget
		2017	$856,915.10
		2018	$1,713,814.30
		2019	$428,460.30
		Subtotal	$2,999,189.70

Southwestern Community Services (Vendor #177511)

		State Fiscal Year	Current Modified Budget
		2017	$33,440.70
		2018	$66,881.40
		2019	$16,708.50
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget
		2017	$19,860.60
		2018	$39,721.20
		2019	$9,930.30
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget

		2017	$221,171.50
		2018	$442,337.50
		2019	$110,588.50
		Subtotal	$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	$401,134.50
		2018	$802,258.00
		2019	$200,564.50
		Subtotal	$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	$325,457.10
		2018	$650,879.50
		2019	$162,716.70
		Subtotal	$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	$5,048,022.30
		2018	$10,095,886.70
		2019	$2,523,986.60
		Subtotal	$17,667,895.60

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-10)

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Rockingham Nutrition and Meals on Wheels Program, Inc.		1.4 Contractor Address 106 North Road Brentwood, NH 03833	
1.5 Contractor Phone Number 603-679-2201	1.6 Account Number 05-095-48-481010-92550000 05-095-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $2,869,064
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Debra Perou, Executive Director	

1.13 Acknowledgement: State of NH, County of Rockingham

On 11/30/2016, 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] Helen K Kostrzynski

HELEN K KOSTRZYNSKI NOTARY PUBLIC STATE OF NH MY COMMISSION EXPIRES JUNE 10, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

Helen Kostrzynski - Notary Public

1.14 State Agency Signature Maureen Ryan Date: 12/1/16	1.15 Name and Title of State Agency Signatory Maureen Ryan Director

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: Thomas Underhill On: 12/5/16

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

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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.

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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.

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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. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the services areas listed in Exhibit A-1.

1.4. The Contractor agrees that services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).

1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.

2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:

2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.

2.1.3.2. Provide transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).

2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order

2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:

2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.

2.1.4.2. Provide transportation services based on a fixed route schedule defined by the Contractor.

2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.

2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3. Administration of Services

3.1. Access to Services

3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.

3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:

3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.

3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.

3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during

the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.

3.3.4. The Contractor shall re-determine client eligibility for services in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.

3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

3.4. Client Assessments and Service Plans

3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health; or developmental issues or criminal histories.

3.5. Person Centered Provision of Services

3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:

3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.

3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.

3.5.1.4. Individuals receive the information he/she needs to make informed decisions.

3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.

3.5.1.7. Individuals' rights are affirmed and protected.

3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.

3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

3.6.1.4. Agrees not to bill or invoice clients and/or their families.

3.6.1.5. Agrees that all donations support the program for which donations were given.

3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.

3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.

3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

3.6.2.4. Agrees that all fees support the program for which donations were given.

3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.

3.7. Adult Protection Services

3.7.1. The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.

3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

3.7.4. The Contractor agrees that the payment received from 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 such as in Section 1.3.4, from the individual for those services.

3.8. Referring Clients to Other Services

3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.

3.9. Client Wait Lists

3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

3.9.3. The Contractor shall include at a minimum the following information on its wait list:

3.9.3.1. The individual's full name and date of birth.

3.9.3.2. The name of the service being requested.

3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

3.9.3.5. 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.

3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.

3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

3.9.4.2. Declining mental or physical health of the caregiver.

3.9.4.3. Declining mental or physical health of the individual.

3.9.4.4. Individual has no respite services while living with a caregiver.

3.9.4.5. Length of time on the wait list.

3.9.4.6. 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.

3.9.4.7. 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.

3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

3.10. Criminal Background Check and BEAS State Registry Checks

3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving

services, before the staff member or volunteer begins providing services.

3.10.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

3.11. Grievance and Appeals

3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client.

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent

disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.

4. Staffing

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

4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.

4.1.2. 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.

4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:

4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.

4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.

4.1.5.3. A description of time frames necessary for obtaining staff replacements.

4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.

5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

5.1.1.1. The number of clients served by town and in the aggregate;

5.1.1.2. Total amount of donations collected.

5.1.1.3. Expenses by program service provided.

5.1.1.4. Revenue, by program service provided, by funding source.

5.1.1.5. Total amount of donation and/or fees collected from all individuals.

5.1.1.6. Actual Units served, by program service provided, by funding source.

5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.

5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.

5.1.1.9. Unmet need/waiting list.

5.1.1.10. Lengths of time clients are on a waiting list.

5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.

5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:

5.1.3.1. For home-delivered meals:

5.1.3.1.1. The number of meals served by client and by town.

5.1.3.1.2. The number of meals served in the aggregate; and

5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.

5.1.3.2. For transportation:

5.1.3.2.1. The number of clients served by town and in the aggregate;

5.1.3.2.2. The number of miles in the aggregate;

5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.

6. Performance Measures

6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:

6.1.1. All clients served meet eligibility requirements;

6.1.2. The contractor identified, located and served the people who need and could benefit from services.

6.1.3. The contractor determined and redetermined accurate and timely eligibility

6.1.4. Clients receive services in accordance with their needs.

6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

6.2.1.1. Data

6.2.1.2. Financial records

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

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

6.2.1.5. Scheduled phone access to Contractor principals and staff

6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.

Service Area

The Contractor shall provide services in Exhibit A, Scope of Services, in accordance with the rates in Exhibit B-1, Rate Sheet, to eligible individuals in the following towns/counties/cities.

- Atkinson
- Auburn
- Brentwood
- Candia
- Chester
- Danville
- Deerfield
- Derry
- East Kingston
- Epping
- Exeter
- Fremont
- Greenland
- Hampstead
- Hampton
- Hampton Falls
- Kensington
- Kingston
- Londonderry
- New Castle
- Newfields
- Newington
- Newmarket
- Newton
- North Hampton
- Northwood
- Nottingham
- Plaistow
- Portsmouth
- Raymond
- Rye
- Salem
- Sandown
- Seabrook
- South Hampton
- Stratham
- Windham

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with federal funds. Availability of federal funds is contingent upon meeting the requirements outlined in the:
   - Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3CM, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3HD, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2
   - Catalog of Federal Domestic Assistance #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
   4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
   4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
   4.3. Invoices shall be submitted to:

   Bureau of Elderly and Adult Services Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.

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 the said services have not been completed in accordance with the terms and conditions of this Agreement.

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	60,334	$5.50	$ 331,837.00
Title IIIC Cong Meals	Per Meal	22,500	$5.50	$ 123,750.00
Title XX HD Meals	Per Meal	49,692	$5.50	$ 273,306.00
Title IIIB Transportation	PerClient/PerDay	8,735	$10.40	$ 90,844.00

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	120,668	$5.50	$ 663,674.00
Title IIIC Cong Meals	Per Meal	45,000	$5.50	$ 247,500.00
Title XX HD Meals	Per Meal	99,384	$5.50	$ 546,612.00
Title IIIB Transportation	PerClient/PerDay	17,469	$10.40	$ 181,677.60

7/1/2018 through 09/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	30,167	$5.50	$ 165,918.50
Title IIIC Cong Meals	Per Meal	11,250	$5.50	$ 61,875.00
Title XX HD Meals	Per Meal	24,846	$5.50	$ 136,653.00
Title IIIB Transportation	PerClient/PerDay	4,367	$10.40	$ 45,416.80

Contractor Initials: _____

Date: 11/30/16

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.

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 Division 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: Rockingham Nutrition & Meals on Wheels

11/30/2016
Date

Name: Debra Perou, Executive Director
Title:

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-I.)

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

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

Contractor Name: Rockingham Nutrition & Meals on Wheels

11/30/2016
Date

Name: Debra Perou, Executive Director
Title:

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 (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: Rockingham Nutrition & Meals On Wheels

11/30/2016
Date

Name: Debra Perou, Executive Director
Title:

Contractor Initials
Date 11/30/16

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.

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:

11/30/2016
Date

Name: D Perou
Title: Executive Director

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:

11/30/2016
Date

Name: D Perou
Title: Executive Director

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

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	Rockingham Nutrition & MOW Program Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Maureen Ryan Name of Authorized Representative	Debra Perou Name of Authorized Representative
Director, OHS Title of Authorized Representative	Executive Director Title of Authorized Representative
12/1/16 Date	11/30/2016 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: RN mow

11/30/2016
Date

Name: D Perow
Title: Executive Director

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: 781677729

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Nutrition and Transportation Contract

This 2nd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated this 26th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 63 Community Way, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), as amended on December 20, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $244,160.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan White, Director of Contracts and Procurement.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit B-1 Amendment #1. Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #2, Rate Sheet.

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

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

State of New Hampshire
Department of Health and Human Services

1/28/19
Date

Name: Christine Santaniello
Title: Director, DLTSS

Southwestern Community Services, Inc.

January 16, 2019
Date

Name: Keith F. Thibault
Title: Chief Development Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Cheshire on January 16, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

LEISA J. PERROTTA
MY COMMISSION EXPIRES DEC. 20, 2022
NOTARY PUBLIC NEW HAMPSHIRE

Leisa Perrotta, Notary

Name and Title of Notary or Justice of the Peace

My Commission Expires: 12/20/22

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

OFFICE OF THE ATTORNEY GENERAL

1/31/19
Date

Name: Ryan A. Lynch
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Rate Sheet
Amendment #2

Nutrition and Transportation					
1/1/2017 through 06/30/2017 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service**		**Total Amount of Funding being Requested for each Service**
Title IIIB Transportation	PerClient/PerDay	1,411	$23.70		$ 33,440.70
			Subtotal		***$ 33,440.70***
7/1/2017 through 06/30/2018 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service**		**Total Amount of Funding being Requested for each Service**
Title IIIB Transportation	PerClient/PerDay	2,822	$24.89		$ 70,239.58
			Subtotal		***$ 70,239.58***
7/1/2018 through 06/30/2019 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service 7/1/18-12/31/18**	**Rate per Service 1/1/19-6/30/19**	**Total Amount of Funding being Requested for each Service**
Title IIIB Transportation	PerClient/PerDay	2,822	$24.89	$24.89	$ 70,239.58
			Subtotal		***$ 70,239.58***
7/1/2019 through 06/30/2020 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service**		**Total Amount of Funding being Requested for each Service**
Title IIIB Transportation	PerClient/PerDay	2,822	$24.89		$ 70,239.58
			Subtotal		***$ 70,239.58***
			Total		**$ 244,159.44**

Contractor Initials: KDT
Date: 1/16/19

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 SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65514
Certificate Number : 0004080353

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elaine M. Amer, Clerk Secretary, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southwestern Community Services, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on February 18, 2016:
(Date)

RESOLVED: That the Chief Development Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he 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 16th day of January, 2019.
(Date Contract Signed)

4. Keith F. Thibault is the duly elected Chief Developer Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 16th day of January, 2019,

By Elaine M. Amer.
(Name of Elected Officer of the Agency)

LEISA J. PERROTTA
MY COMMISSION EXPIRES DEC. 20, 2022
(NOTARY SEAL)
NOTARY PUBLIC
NEW HAMPSHIRE

Leisa Perrotta, Notary

Commission Expires: 12/20/22

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/13/2018

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

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

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com
INSURED SOUTHWESTERNCOM Southwestern Comm Services Inc PO Box 603 Keene NH 03431	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Insurance Company — 0 INSURER B : Maine Employer Mutual Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1745206679 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			PHPK1835086	6/30/2018	6/30/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK1835096	6/30/2018	6/30/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			PHUB633333	6/30/2018	6/30/2019	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			3102800768	4/1/2018	4/1/2019	PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Professional Liability			PHPK1835086	6/30/2018	6/30/2019	$1,000,000 per occurrence $2,000,000 general aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Statutory coverage provided for the State of NH
All Executive Officers are included in the Workers Compensation coverage

CERTIFICATE HOLDER

NH DHHS Contracts Unit
Brown Building
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Southwestern Community Services

Over 45 years of people helping people in Cheshire and Sullivan counties

Vision Statement

SCS seeks to create and support a climate within the communities of southwestern New Hampshire wherein *poverty is never accepted* as a chronic or permanent condition of any person's life.

Mission Statement

SCS strives to empower low income people and families. *With dignity and respect,* SCS will provide direct assistance, reduce stressors and advocate for such persons and families as they lift themselves toward *self-sufficiency.*

Community Statement

In *partnership and close collaboration* with local communities, SCS will provide *leadership* and *support* To develop resources, programs and services to further aid this population.

63 Community Way
PO Box 603
Keene, NH 03431-0603
Phone: (603) 352-7512
Fax: (603) 352-3618

United Way
Call Toll Free: (800) 529-0005
TTY-NH: (800) 735-2964

96-102 Main Street
PO Box 1338
Claremont, NH 03743
Phone: (603)-542-9528
Fax: (603) 542-3140

Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

FOR THE YEARS ENDED
MAY 31, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORTS

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2018 AND 2017

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Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statements of financial position as of May 31, 2018 and 2017, and the related consolidated statements of cash flows, and notes to the consolidated financial statements for the years then ended, and the related consolidated statements of activities and functional expenses for the year ended May 31, 2018.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2018 and 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Southwestern Community Services, Inc. and related companies' 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 11, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the Schedule of Functional Revenues and Expenses, are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 17, 2018, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

September 17, 2018
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2018 AND 2017

ASSETS

	2018	2017
CURRENT ASSETS		
Cash and cash equivalents	$ 1,086,895	$ 947,175
Accounts receivable	1,095,486	1,360,685
Prepaid expenses	35,019	19,252
Notes receivable	112,000	112,000
Interest receivable	45,547	41,067
Total current assets	2,374,947	2,480,179
PROPERTY		
Land and buildings	14,438,178	13,335,396
Vehicles and equipment	549,305	703,635
Furniture and fixtures	39,617	25,756
Total property	15,027,100	14,064,787
Less accumulated depreciation	4,880,952	4,579,760
Property, net	10,146,148	9,485,027
OTHER ASSETS		
Investment in related parties	88,706	142,782
Due from related parties	152,959	219,108
Cash escrow and reserve funds	517,853	359,589
Security deposits	51,996	37,906
Other assets	384	384
Total other assets	811,898	759,769
Total assets	$ 13,332,993	$ 12,724,975

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 124,085	$ 166,495
Accrued expenses	206,178	233,842
Accrued payroll and payroll taxes	250,692	241,035
Other current liabilities	135,573	148,698
Refundable advances	193,931	238,345
Current portion of long term debt	216,438	211,313
Total current liabilities	1,126,897	1,239,728
NONCURRENT LIABILITIES		
Long term debt, less current portion shown above	8,273,983	8,087,475
Total liabilities	9,400,880	9,327,203
NET ASSETS		
Unrestricted	3,774,641	3,243,933
Temporarily restricted	157,472	153,839
Total net assets	3,932,113	3,397,772
Total liabilities and net assets	$ 13,332,993	$ 12,724,975

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Unrestricted	Temporarily Restricted	2018 Total	2017 Total
REVENUES AND OTHER SUPPORT				
Government contracts	$ 11,055,093	$ -	$ 11,055,093	$ 9,722,823
Program service fees	1,868,188	-	1,868,188	1,862,236
Rental income	801,642	-	801,642	661,932
Developer fee income	50,000	-	50,000	265,000
Support	389,363	119,866	509,229	400,116
Fundraising	105,286	-	105,286	80,170
Interest income	8,959	-	8,959	6,699
Forgiveness of debt	75,971	-	75,971	90,148
Miscellaneous	100,772	-	100,772	140,537
In-kind contributions	161,852	-	161,852	162,966
Total revenues and other support	14,617,126	119,866	14,736,992	13,392,627
NET ASSETS RELEASED FROM RESTRICTIONS	116,233	(116,233)	-	-
Total revenues, other support, and net assets released from restrictions	14,733,359	3,633	14,736,992	13,392,627
EXPENSES				
Program services				
Home energy programs	4,847,201	-	4,847,201	3,812,708
Education and nutrition	2,530,152	-	2,530,152	2,367,558
Homeless programs	2,172,388	-	2,172,388	2,056,525
Housing services	2,048,214	-	2,048,214	2,073,178
Economic development services	728,119	-	728,119	571,865
Other programs	945,391		945,391	963,917
Total program services	13,271,465	-	13,271,465	11,845,751
Supporting activities				
Management and general	1,749,700	-	1,749,700	1,776,106
Total expenses	15,021,165	-	15,021,165	13,621,857
CHANGES IN NET ASSETS BEFORE LOSS ON SALE OF PROPERTY	(287,806)	3,633	(284,173)	(229,230)
LOSS ON SALE OF PROPERTY	(4,583)	-	(4,583)	(19,355)
(LOSS) GAIN ON INVESTMENT IN LIMITED PARTNERSHIPS	(188)	-	(188)	132,782
CHANGE IN NET ASSETS	(292,577)	3,633	(288,944)	(115,803)
NET ASSETS, BEGINNING OF YEAR	3,243,933	153,839	3,397,772	3,513,575
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIP	823,285	-	823,285	-
NET ASSETS, BEGINNING OF YEAR	4,067,218	153,839	4,221,057	3,513,575
NET ASSETS, END OF YEAR	$ 3,774,641	$ 157,472	$ 3,932,113	$ 3,397,772

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2018 AND 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (288,944)	$ (115,803)
Adjustments to reconcile changes in net assets to net cash from operating activities:		
Depreciation and amortization	467,929	415,720
Loss on sale of property	4,583	19,355
Loss (gain) on investment in limited partnerships	188	(132,782)
Forgiveness of debt	(75,971)	(90,148)
(Increase) decrease in assets:		
Accounts receivable	265,199	(258,318)
Prepaid expenses	(3,439)	4,161
Interest receivable	(4,480)	(4,480)
Due from related parties	66,149	73,417
Security deposits	(2,623)	(1,945)
Increase (decrease) in liabilities:		
Accounts payable	(53,220)	11,248
Accrued expenses	(38,863)	87,479
Accrued payroll and payroll taxes	9,657	22,853
Other current liabilities	(13,125)	(32,998)
Refundable advances	(44,414)	37,281
NET CASH PROVIDED BY OPERATING ACTIVITIES	288,626	35,040
CASH FLOWS FROM INVESTING ACTIVITIES		
Decrease (increase) in escrow funds	5,846	(18,222)
Proceeds from sale of property	-	6,000
Purchase of property	(142,791)	(247,598)
NET CASH USED IN INVESTING ACTIVITIES	(136,945)	(259,820)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from long term debt	76,143	106,019
Repayment of long term debt	(112,612)	(122,890)
NET CASH USED IN FINANCING ACTIVITIES	(36,469)	(16,871)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	115,212	(241,651)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	947,175	1,188,826
CASH TRANSFERRED FROM LIMITED PARTNERSHIP	24,508	-
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 1,086,895	$ 947,175

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED MAY 31, 2018 AND 2017

	2018	2017
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 142,467	$ 141,285
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Property financed by long term debt	$ -	$ 33,100
Transfer of assets from newly consolidated LP:		
Prepaid expenses	$ (12,328)	$ -
Land and buildings	(894,504)	-
Furniture and fixtures	(96,338)	-
Cash escrow and reserve funds	(164,110)	-
Security deposits	(11,467)	-
Total transfer of assets from newly consolidated LP	$ (1,178,747)	$ -
Transfer of liabilities from newly consolidated LP:		
Accounts payable	$ 10,810	$ -
Accrued expenses	11,199	-
Long term debt	304,073	-
Total transfer of liabilities from newly consolidated LP	$ 326,082	$ -
Total partners' capital from newly consolidated LP	$ 877,173	$ -
Partners' capital previously recorded as investment in related parties	(53,888)	-
Total transfer of partners' capital from newly consolidated LP	$ 823,285	$ -

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2018 Total	2017 Total
Payroll	$ 398,452	$ 1,208,631	$ 435,538	$ 771,028	$ 405,189	$ 439,358	$ 3,658,196	$ 774,466	$ 4,432,662	$ 4,142,943
Payroll taxes	31,599	99,882	34,153	56,803	30,416	36,918	289,771	60,913	350,684	331,590
Employee benefits	122,762	453,204	146,394	278,393	87,744	187,020	1,275,517	54,590	1,330,107	1,351,924
Retirement	24,960	69,878	21,031	64,244	19,260	17,448	216,821	73,148	289,969	274,815
Advertising	-	142	1,897	4,166	2,114	16,172	24,491	-	24,491	29,517
Bank charges	15	-	120	3,834	-	-	3,969	9,079	13,048	12,127
Computer cost	-	9,185	4,300	14,144	14,298	3,500	45,427	62,052	107,479	115,143
Contractual	518,340	52,463	242,935	20,362	2,718	109,718	946,536	14,921	961,457	587,264
Depreciation	-	28,300	108,291	167,840	-	16,131	320,562	147,367	467,929	415,720
Dues/registration	-	6,038	-	343	988	997	8,364	10,175	18,539	19,077
Duplicating	1,584	8,148	-	-	-	-	9,732	4,321	14,053	9,842
Insurance	5,909	13,361	23,653	52,287	14,610	8,248	118,068	38,380	154,448	147,175
Interest	-	8,656	7,759	6,997	-	2,554	25,966	116,501	142,467	141,285
Meeting and conference	3,961	58	9,293	7,177	600	19,305	40,394	35,924	76,318	49,122
Miscellaneous expense	909	971	2,303	18,698	4,442	18,560	45,881	13,182	59,063	168,334
Miscellaneous taxes	-	-	-	26,381	-	-	26,381	986	27,367	32,856
Equipment purchases	4,670	24,320	80	12,348	-	-	41,418	2,305	43,723	9,991
Office expense	34,413	12,613	8,440	14,506	12,042	4,076	86,090	20,402	106,492	73,351
Postage	132	274	182	31	348	50	1,017	22,918	23,935	24,329
Professional fees	4,890	-	1,875	15,879	-	-	22,644	83,766	106,410	134,341
Staff development and training	1,430	23,724	2,624	8,287	5,675	28,044	69,784	2,943	72,727	51,472
Subscriptions	-	-	28	87	-	-	115	1,329	1,444	2,397
Telephone	2,086	15,297	19,681	14,589	2,435	3,239	57,307	56,576	113,883	114,072
Travel	5,335	20,013	20,312	5,195	29,509	2,000	82,364	3,509	85,873	77,044
Vehicle	2,140	2,510	712	31,826	45,200	9,201	91,589	10,981	102,570	85,571
Rent	-	25,201	-	-	-	-	25,201	-	25,201	25,250
Space costs	148	140,213	256,849	438,344	-	1,009	836,563	128,966	965,529	934,572
Direct client assistance	3,683,466	145,220	823,938	14,447	50,531	23,843	4,741,445	-	4,741,445	4,097,787
In-kind expenses	-	161,852	-	-	-	-	161,852	-	161,852	162,966
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	4,847,201	2,530,152	2,172,388	2,048,214	728,119	945,391	13,271,465	1,749,700	15,021,165	13,621,857
Allocation of management and general expenses	639,051	333,574	286,406	270,035	95,995	124,639	1,749,700	(1,749,700)	-	-
TOTAL FUNCTIONAL EXPENSES	$ 5,486,252	$ 2,863,726	$ 2,458,794	$ 2,318,249	$ 824,114	$ 1,070,030	$ 15,021,165	$ -	$ 15,021,165	$ 13,621,857

See Notes to Consolidated Financial Statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2018 AND 2017

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southwestern Community Services, Inc. (the Organization) is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corporation, SCS Housing, Inc., SCS Development Corporation, SCS Housing Development, Inc., and various limited partnerships, as described below. The Organization is committed to providing respectful support service and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

Basis of Accounting

The consolidated financial statements of Southwestern Community Services, Inc. and related companies have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles.

Principles of Consolidation

The consolidated financial statements include the accounts of Southwestern Community Services, Inc. and the following entities as Southwestern Community Services, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

- SCS Management Corporation
- SCS Housing, Inc.
- SCS Development Corporation
- SCS Housing Development, Inc.
- Drewsville Carriage House Associates, Limited Partnership (Drewsville)
- Jaffrey Housing Associates, Limited Partnership (Jaffrey)
- Troy Senior Housing Associates, Limited Partnership (Troy Senior)
- Keene East Side Senior Housing Associates, Limited Partnership (Keene East Side)
- Winchester Senior Housing Associates, Limited Partnership (Winchester) (2018 only)

Basis of Presentation

Financial statement presentation follows the recommendations of the Accounting Standard Codification No. 958-210, Financial Statements of Not-for-Profit Organizations. Under FASB ASC 958-210, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets based upon the existence or absence of donor-imposed restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

Permanently Restricted: Net assets reflecting the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor - imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of May 31, 2018 and 2017, the Organization had unrestricted and temporarily restricted net assets.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended May 31, 2017 from which the summarized information was derived.

Refundable Advances

The Organization records grant and contract revenue as refundable advances until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

In-Kind Support

The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.

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

Cash and Cash Equivalents
For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents.

Accounts Receivable
Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at May 31, 2018 and 2017. The Organization has no policy for charging interest on overdue accounts.

Notes Receivable
The Organization has two notes receivable from an unrelated third party. The notes receivables are stated at the amount that is expected to be collected at year end. Interest is accrued at a rate of 4% annually. The balance of the notes receivable and related interest receivable at May 31, 2018 was $112,000 and $45,547, respectively. At May 31, 2017, the balance of the notes receivable and related interest receivable were $112,000 and $41,067, respectively.

Current Vulnerability Due to Certain Concentrations
The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. For the years ended May 31, 2018 and 2017, approximately 75% and 73%, respectively, of the Organization's total revenue was received from government agencies. The future nature of the organization is dependent upon continued support from the government.

Concentration of Credit Risk
The Organization maintains its cash accounts in several financial institutions, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Property and Depreciation
Purchased property and equipment are stated at cost at the date of acquisition or at fair value at the date of receipt in the case of donated property. The Organization generally capitalizes and depreciates all assets with a cost greater than $5,000 and an expected life greater than one year. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 40 Years
Vehicles and equipment	5 - 10 Years
Furniture and fixtures	7 Years

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property. Depreciation expense for the years ended May 31, 2018 and 2017 totaled $467,929 and $415,720, respectively.

Advertising
The Organization expenses advertising costs as incurred.

Revenue Recognition
Amounts received from conditional grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as restricted if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Income Taxes
Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not private foundations. As such, they are exempt from income tax on their exempt function income.

SCS Housing, Inc., SCS Development Corporation and SCS Housing Development, Inc. are taxed as corporations. SCS Housing Inc. has federal net operating loss carryforwards totaling $915,425 and $840,803 at May 31, 2018 and 2017, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027. SCS Development Corporation has federal net operating loss carryforwards totaling $607 and $629 at May 31, 2018 and 2017, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2020.

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2018 and 2017:

	2018	2017
Tax benefit from loss carryforwards	$137,408	$126,215
Valuation allowance	(137,408)	(126,215)
Deferred tax asset	$ -	$ -

Drewsville, Jaffrey, Troy Senior, Winchester and Keene East Side are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax position taken on its income tax returns for all open years (tax years ending May 31, 2015 – 2018), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, accounts receivables, prepaid expenses, accounts payable, accrued expenses, and refundable advances approximates fair value because of the short maturity of those instruments.

Functional Allocation of Expenses

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

NOTE 2 BANK LINE OF CREDIT

The Organization has a $250,000 revolving line of credit agreement with a bank. Interest is due monthly and is stated at the Wall Street Journal Prime Rate. The line is secured by all the Organization's assets. As of May 31, 2018 and 2017, the interest rate was 4.75% and 4.00%, respectively. There was no outstanding balance at May 31, 2018 and 2017.

NOTE 3 LONG TERM DEBT

The long term debt at May 31, 2018 and 2017 consisted of the following:

	2018	2017
1% mortgage payable to New Hampshire Housing in monthly installments for principal and interest of $891 through August 2032. The note is secured by real estate of the Organization (NHHFA, 96 Main Street).	$ 154,832	$ 163,926
Non-interest bearing mortgage payable to Community Development Finance Authority, in quarterly principal payments based on operating income formula applied to affordable housing portion of the specified real estate. The note is secured by real estate of the Organization (CDFA, 96 Main Street).	32,147	32,147
4.5% note payable to a bank in monthly installments for principal and interest of $978 through March 2021. The note is secured by real estate of the Organization (People's United Bank, Ashuelot).	31,143	42,099

Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through September 2031, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHHFA, 17 Pearl).	244,505	244,505
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through July 2032, unless there is surplus cash from which to make a payment, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHHFA, 41-43 Central).	376,363	376,558
4.25% mortgage payable to a bank in monthly installments for principal and interest of $1,875 through December 2016, with a balloon payment that was due January 2017. The note was amended during the year ended May 31, 2018 and is now due December 2026. Under the amendment, interest rate is 4.94% and monthly installments for principal and interest are $1,957 The note is secured by real estate of the Organization (People's United Bank, Milestones).	162,223	177,050
4.375% note payable to Rural Housing Service in monthly installments for principal and interest of $11,050 through May 2049. The note is secured by real estate of the Organization (TD Bank, Keene Office).	2,247,266	2,280,750
Non-interest bearing note payable to Cheshire County in New Hampshire. Payment is not necessary unless Organization defaults on contract. The note is secured by real estate of the Organization (CDBG, Keene Office).	460,000	460,000
4% note payable to a development company, in annual interest installments only through March 2015 at which time a final balloon payment of the entire principal balance was due. The remaining balance is still outstanding at May 31, 2018 and is classified as current. The note is secured by real estate of the Organization (MEDC, Keene Office/Community Way).	63,000	63,000

4% note payable to a development company, in annual interest installments only through March 2015 at which time a final balloon payment of the entire principal balance was due. The remaining balance is still outstanding at May 31, 2018 and is classified as current. The note is secured by real estate of the Organization (MEDC, Keene Office/Community Way).	45,000	45,000
Note payable to a bank in monthly installments for principal and interest of $2,463 including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.07% at May 31, 2018 and 2017. The note is secured by real estate of the Organization (TD Bank, Keene Office/Community Way).	414,567	426,734
5.19% note payable to a bank in monthly installments for principal and interest of $889 through May 2021. The note is secured by real estate of the Organization (TD Bank, 45 Central Street).	100,254	105,495
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, Ashuelot).	150,000	175,000
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, 112 Charlestown Road).	90,000	105,000
Non-interest bearing note payable to New Hampshire Finance Authority in annual payments in the amount of 50% of annual surplus cash through July 2042 at which time the remaining balance is due. The note is secured by real estate of the Organization (NHHFA, Second Chance).	794,189	794,189

Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization (CDBG, Second Chance).	363,677	382,818
3.99% note payable to a bank in monthly installments for principal and interest of $355. The note was paid off in May 2018. The note was secured by a vehicle of the Organization (Ally, Kia Soul).	-	4,070
6.99% note payable to a finance company in monthly installments for principal and interest of $652 through June 2019. The note is secured by a vehicle (TCF, Econoline Van).	8,741	15,688
5.54% note payable to a finance company in monthly installments for principal and interest of $543 through August 2022. The note is secured by a vehicle (Ally, Econoline Van).	24,564	29,572
Jaffrey - 30-year deferred note payable to the Town of Jaffrey, New Hampshire. Payment of principal and accrued interest at 1% are deferred until the note matures in June 2027. The note is secured by land and buildings. The balance includes cumulative accrued interest of $53,651 (CDBG).	303,651	300,645
Jaffrey - 6% note payable to a bank in monthly installments for principal and interest of $485 through August 2027. The note is secured by land and buildings (TD Bank).	41,099	43,533
Troy Senior - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in June 2029. The note is secured by real estate of the Organization (CDBG).	640,000	640,000
Troy Senior - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficiency improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHHFA).	140,210	140,210

Keene East Side - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in December 2028. The note is secured by real estate of the Organization (CDBG).	900,000	900,000
Keene East Side - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital improvements. Beginning in 2016, 10% of the note is forgiven each year based on the rolling balance. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization (CDFA).	178,172	121,865
Keene East Side - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficiency improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHHFA).	228,934	228,934
Winchester - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due May 2032, payable in monthly installments of $370, including interest at 2.00%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHHFA).	53,826	-
Winchester - Non-recourse, zero interest bearing mortgage note payable to New Hampshire Housing (FAF), due May 2032, payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30-year term of the mortgage note (NHHFA).	92,058	-

Winchester - Non-recourse, zero interest bearing, direct subsidy AHP loan secured by the Partnership's land and buildings, subject to low-income housing restrictions under the terms of the AHP agreement. In the event of a default under the aforementioned agreement, the loan is due upon demand with interest accrued at a rate of 11.67% for the period the funds were outstanding (Federal Loan Home Bank).	150,000	-
	8,490,421	8,298,788
Less current portion due within one year	216,438	211,313
	$ 8,273,983	$ 8,087,475

The schedule of maturities of long term debt at May 31, 2018 is as follows:

Year Ending May 31	Amount
2019	$ 216,438
2020	106,557
2021	108,028
2022	102,681
2023	102,148
Thereafter	7,854,569
Total	$ 8,490,421

NOTE 4 **OPERATING LEASES**

The Organization leases facilities, equipment and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2022. Monthly lease payments range from $200 to $3,521. Lease expense for the years ended May 31, 2018 and 2017 totaled $176,479 and $179,178, respectively.

Future minimum payments as of May 31, 2018 on the above leases are as follows:

Year Ending May 31	Amount
2019	$ 76,776
2020	22,372
2021	18,977
2022	15,618
Total	$ 133,743

NOTE 5 ACCRUED COMPENSATED BALANCES

At May 31, 2018 and 2017, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of $130,140 and $127,577, respectively.

NOTE 6 CONTINGENCIES

Southwestern Community Services, Inc. is the 100% owner of SCS Housing, Inc. and SCS Housing Development, Inc. SCS Housing, Inc. and SCS Housing Development, Inc. are the general partners of ten limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc., SCS Housing, Inc. and SCS Housing Development, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately $15,569,000 and $15,590,000 at May 31, 2018 and 2017, respectively.

Partnership real estate with a cost basis of approximately $41,158,000 and $41,027,000 provides collateral on these loans at May 31, 2018 and 2017, respectively.

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If costs were found not to have been incurred in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of May 31, 2018 and 2017.

NOTE 7 RELATED PARTY TRANSACTIONS

During the years ended May 31, 2018 and 2017, SCS Housing, Inc. managed ten limited partnerships. Management fees charged by SCS Housing, Inc. totaled $322,973 and $308,448, for the years ended May 31, 2018 and 2017, respectively. Additionally, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years.

The Organization has also advanced funds to a related entity for Department of Housing and Urban Development (HUD) sponsorship purposes.

The total amount due and expected to be collected from the limited partnerships and related entity was $142,959 and $219,108 at May 31, 2018 and 2017, respectively.

NOTE 8 **EQUITY INVESTMENT**

Southwestern Community Services, Inc. and related companies use the equity method to account for their financial interests in the following companies:

	2018	2017
Cityside Housing Associates, LP	$ (9,492)	$ (9,481)
Marlborough Homes, LP	8	30
Payson Village Senior Housing Associates, LP	(12,491)	(12,477)
Railroad Square Senior Housing Associates, LP	(1,715)	(1,527)
Warwick Meadows Housing Associates, LP	(17)	(9)
Woodcrest Drive Housing Associates, LP	222,846	222,850
Winchester Senior Housing Associates, LP	-	53,888
Westmill Senior Housing, LP	90	-
Swanzey Township Housing Associates, LP	(31,190)	(31,183)
Snow Brook Meadow Village Housing Associates, LP	(60,716)	(60,709)
Keene Highland Housing Associates, LP	(243)	(226)
Pilot Health, LLC	(18,374)	(18,374)
	$ 88,706	$ 142,782

SCS Housing Development, Inc. is a 0.01% partner of Cityside Housing Associates, LP, Marlborough Homes, LP, Payson Village Senior Housing Associates, LP, Warwick Meadows Housing Associates, LP, and Woodcrest Drive Housing Associates, LP, a 0.10% partner of Railroad Square Senior Housing Associates, LP, and a 1% partner in Westmill Senior Housing, LP during the years ended May 31, 2018 and 2017.

SCS Housing, Inc. is a 0.01% partner of Winchester Senior Housing Associates, LP, Swanzey Township Housing Associates, LP, Snow Brook Meadow Village Housing Associates, LP, and Keene Highland Housing Associates, LP during the years ended May 31, 2018 and 2017.

The remaining 99.99% ownership interest in Winchester Senior Housing Associates, LP was acquired by Southwestern Community Service, Inc. during the year ended May 31, 2018 (see Note 12), and therefore the limited partnership is included in the consolidated financial statements for the year ended May 31, 2018.

Southwestern Community Services, Inc. is 14.3% member of Pilot Health, LLC.

Summarized financial information for entities accounted for under the equity method, as of May 31, 2018 and 2017, consists of the following:

	2018	2017
Total assets	$ 32,782	$ 33,140
Total liabilities	47,461	47,490
Capital/Member's equity	(14,679)	(14,350)
	$ 32,782	$ 33,140
Income	$ 84,713	$ 84,728
Expenses	81,478	81,515
Net income	$ 3,235	$ 3,213

NOTE 9 **RETIREMENT PLAN**

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the internal Revenue Code. All employees who have had at least 30 days of service to the Organization are eligible to contribute to the plan. The Organization begins matching contributions after the employee has reached one year of service. Employer contributions are at the Organization's discretion and totaled $281,784 and $274,815 for the years ended May 31, 2018 and 2017, respectively.

NOTE 10 **RESTRICTIONS ON NET ASSETS**

Temporarily restricted net assets are available for the following purposes:

	2018	2017
NNECAC – Annual Conference Fund	$ 21,327	$ 38,129
WM Marcello GAPS Fund	12,781	14,789
Stand Down	4,963	-
GAPS/Warm Fund	118,401	100,921
Total temporarily restricted net assets	$ 157,472	$ 153,839

NOTE 11 **FORGIVENESS OF DEBT**

During the year ended May 31, 2018, the Organization realized forgiveness of debt income in connection with notes payable to the County of Cheshire, HUD and Community Development Finance Authority. Forgiveness of debt income totaled $75,971 for the year ended May 31, 2018.

During the year ended May 31, 2017, the Organization realized forgiveness of debt income in connection with notes payable to the County of Cheshire, HUD and New Hampshire Housing. Forgiveness of debt income totaled $90,148 for the year ended May 31, 2017.

NOTE 12 TRANSFER OF PARTNERSHIP INTEREST

During 2018, Southwestern Community Services, Inc. acquired a partnership interest in a low-income housing limited partnership: Winchester. The amount paid for the partnership interest was $1 and at the time of acquisition, Southwestern Community Services, Inc. became the general partner. The following is a summary of the assets and liabilities of the partnership at the date of acquisition:

Date of transfer	08/16/2018
	Winchester
Cash	$ 24,508
Security deposits	11,467
Cash-reserves	164,110
Property – net	990,842
Other assets	12,328
Total assets	1,203,255
Notes payable	304,073
Other liabilities	22,009
Total liabilities	326,082
Partners' capital	877,173
Partners' capital previously recorded as an investment in related parties	(53,888)
Partners' capital transferred	$ 823,285

NOTE 13 RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

NOTE 14 SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through September 17, 2018, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(SEE INDEPENDENT AUDITORS' REPORT)

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2018

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Agriculture					
Rural Housing Preservation Grant	10.433	Direct Funding	3403-02601-808		$ 14,198
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.557	State of NH Dept. of Health & Human Services	010-090-52600000-102-500734		304,361
Child and Adult Care Food Program	10.558	State of NH, Dept of Education	Unknown		121,328
Food Distribution Cluster					
Commodity Supplemental Food Program	10.565	State of NH Dept. of Health & Human Services	010-090-52600000-102-500734	$ 100,788	
Emergency Food Assistance Program (Food Commodities)	10.569	Community Action Program Belknap-Merrimack Counties	Unknown	103	100,891
WIC Grants to States (Infrastructure)	10.578	State of NH Dept. of Health & Human Services	010-090-52600000-102-500734	42,151	
WIC Grants to States (Breastfeeding Peer Counseling Program)	10.578	State of NH Dept. of Health & Human Services	010-090-52600000-102-500734	13,797	55,948
Total U.S. Department of Agriculture					$ 596,726
U.S. Department of Housing and Urban Development					
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	$ 238,745	
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Office of Human Services	010-042-7927-102-0731	117,677	$ 356,422
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731		281,046
Shelter Plus Care	14.238	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731		272,161
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731		175,539
Total U.S. Department of Housing and Urban Development					$ 1,085,168
U.S. Department of Labor					
WIA Cluster					
WIA Adult Program	17.258	Southern NH Services	Unknown	$ 64,427	
WIA Dislocated Worker Formula Grants	17.278	Southern NH Services	Unknown	35,084	$ 99,511
Total U.S. Department of Labor/WIA Cluster					$ 99,511
U.S. Department of Transportation Federal Transit Administration (FTA)					
Formula Grants for Rural Areas	20.509	State of NH, Department of Transportation	04-96-96-964010-2916		$ 221,468
Transit Services Programs Cluster					
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of NH, Department of Transportation	04-96-96-964010-2916		24,971
Total U.S. Department of Transportation Federal Transit Administration (FTA)					$ 246,439
U.S. Department of Veterans Affairs					
VA Supportive Services for Veteran Families Program	64.033	Harbor Homes, Inc.	Unknown		$ 280,942
Total U.S. Department of Veterans Affairs					$ 280,942
U.S. Department of Energy					
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Office of Energy & Planning	01-02-024010-7706-074-500587		$ 184,006
Total U.S. Department of Energy					$ 184,006
U.S. Department of Health & Human Services					
Aging Cluster					
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, Office of Energy & Planning	01-02-024010-7706-074-500587	$ 5,400	
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, DHHS, Bureau of Elderly & Adult Services	05-95-48-481010-7872	42,144	$ 47,544
Grants to States to Support Oral Health Workforce Activities	93.236	State of NH, DHHS, Division of Family Assistance	Unknown		8,515
Drug-Free Communities Support Program Grants	93.276	Direct Funding	SH79SP018677-08		111,276
Affordable Care Act (ACA) – Consumer Assistance Program Grants	93.519	Direct Funding	HCBC/CFI		5,293
TANF Cluster					
Temporary Assistance for Needy Families	93.558	Southern NH Services	Unknown		327,993
Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	01-02-02-024010-77050000-500587	4,008,169	
Low Income Home Energy Assistance (HRRP)	93.568	State of NH, Office of Energy & Planning	01-02-02-024010-77050000-500587	154,602	
Low Income Home Energy Assistance (BWP)	93.568	State of NH, Office of Energy & Planning	01-02-02-024010-77050000-500587	207,576	4,370,347
Community Services Block Grant	93.569	State of NH, DHHS, Div. of Family Assistance	500731		354,429
Head Start	93.600	Direct Funding	01CH9958		2,321,897
Block Grants for Prevention and Treatment of Substance Abuse	93.959	State of NH, DHHS, Bureau Drug and Alcohol Services	05-95-49-491510-29890000		35,813
Total U.S. Department of Health & Human Services					$ 7,582,907
U.S. Department of Homeland Security					
Emergency Food and Shelter National Board Program	97.024	State of NH, DHHS, Office of Human Services	Unknown		$ 3,176
Total U.S. Department of Homeland Security					$ 3,176
TOTAL					$ 10,078,875

See Notes to Schedule of Expenditures of Federal Awards

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2018

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southwestern Community Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

Southwestern Community Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD DONATION

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

NOTE 5 SUBRECIPIENTS

Southwestern Community Services, Inc. had no subrecipients for the year ended May 31, 2018.

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2018, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related consolidated notes to the financial statements, and have issued our report thereon dated September 17, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Southwestern Community Services, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during

our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southwestern Community Services, Inc.'s consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

September 17, 2018
Wolfeboro, New Hampshire

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies' compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2018. Southwestern Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Southwestern Community Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southwestern Community Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southwestern Community Services, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Southwestern Community Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended May 31, 2018.

Report on Internal Control Over Compliance

Management of Southwestern Community Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southwestern Community Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

September 17, 2018
Wolfeboro, New Hampshire

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MAY 31, 2018

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Southwestern Community Services, Inc. were prepared in accordance with GAAP.

2. No significant deficiencies disclosed during the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.* No material weaknesses are reported.

3. No instances of noncompliance material to the consolidated financial statements of Southwestern Community Services, Inc. which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance.* No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.

6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).

7. The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, and Head Start, 93.600, and U.S. Department of Agriculture; Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), 10.557.

8. The threshold for distinguishing Type A and B programs was $750,000.

9. Southwestern Community Services, Inc. was determined to not be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED MAY 31, 2017

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended May 31, 2017.

Southwestern Community Services, Inc. Board of Directors - Composition – 2019

	CHESHIRE COUNTY	SULLIVAN COUNTY
CONSTITUENT SECTOR	**Beth Fox** Assistant City Manager/ Human Resources Director City of Keene	**Mary Lou Huffling** Fall Mountain Emergency Food Shelf Alstead Friendly Meals
	Daniel Stewart Head Start Policy Council Parent Representative	**Brigitte Proulx** Claremont Congress of Senior Citizens
PRIVATE SECTOR	**Elaine Amer,** ***Clerk/Treasurer*** Amer Electric Company *(retired)*	**Anne Beattie** Newport Service Organization
	Kevin Watterson, ***Chair*** Clarke Companies *(retired)*	
PUBLIC SECTOR	**Jay Kahn** State Senator, District 10	**Kerry Belknap Morris, M.Ed.** Early Childhood Education River Valley Community College
	David Edkins Walpole, NH	**Derek Ferland** Sullivan County Manager

John A. Manning

Summary

Over 30 years of experience with non-profit organizations, as both an outside auditor and presently Chief Financial Officer of a large community action agency.

Experience

2014 Southwestern Community Services Inc.
Keene, NH

Chief Executive Officer

Responsible for overall supervision, management, monitoring and fiscal review of Community Action Agency social service programs providing services to low-income, elderly, and handicapped residents of Sullivan and Cheshire Counties, New Hampshire.

1990–2014 Southwestern Community Services Inc.
Keene, NH

Chief Financial Officer

Oversees all fiscal functions for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Supervises a staff of 7, with an agency budget of over $ 13,000,000. Also oversees agency property management department, which manages over 300 units of affordable housing.

1985-1995 Keene State College Keene, NH

Adjunct Professor

Taught evening accounting classes for their continuing education program.

1978-1990 John A. Manning, Keene, NH

Certified Public Accountant

Provided public accounting services to small and medium sized clients, including multiple non-profit organizations. Performed certified audits on several clients, including Head Start and other non-profit clients.

1975-1978 Kostin and Co. CPA's West Hartford, Ct.

Staff Accountant

Performed all aspects of public accounting for medium sized accounting firm. Audited large number of privately held and non-profit clients.

1971–1975 University of Mass. Amherst, Ma.

B.S. Business Administration in Accounting

Education

American Institute of Certified Public Accountants

Organizations

NH Society of Certified Public Accountants

Keith F. Thibault

- Effective "hands-on" manager with proven supervisory experience.
- Honest, dependable and self-motivated.
- Strong written and oral communicator with PC skills & experience.
- Detail oriented, highly organized, flexible and hard-working.
- Able to effectively coordinate multiple projects and tasks.

Experience

Southwestern Community Services, Inc., Keene, New Hampshire
Housing Director – October, 1993 to December 1998
Director of Housing & Economic Development – January 1999 to June 2001
Development Director - July 2001 to August 2007
chief development officer – September 2007 - Present

Primarily responsible for the acquisition, development and financing of over 450 units of affordable housing, five Head Start pre-school facilities and 100,000 square feet of commercial space in fourteen communities in southwestern New Hampshire. Member of the agency's Senior Staff. The chief development officer position has grown to include all economic, program and philanthropic development activities within this very dynamic Community Action Agency. The position also includes the responsibility to represent the organization at numerous community events and on local, state and regional boards. Highlights as Housing Director included the development of a comprehensive Property Management component that currently maintains and manages all agency owned real estate; successful administration of a federal HOPE 3 first time home buyer program in Sullivan County as well as being the recipient of many awards for the development of historically significant properties.

Rural Housing Improvement, Winchendon, Massachusetts
Director of Home Ownership and Housing Counseling - June 1993 to October, 1993

This Program Director position consists primarily of the administration of a $500,000 HOPE III Implementation grant, HOME funding for First-time Home Buyers of $250,000, coordination of a State Finance Authority approved Home Buyer Education course, management of several government property disposition programs (FDIC, RTC and Fannie Mae), several rehabilitation programs, as well as all housing counseling activities for the component. Staff supervised include two Housing Developers, one or more Rehabilitation Specialists, one or more Housing Counselors as well as support staff.

Assistant Director for Administration/Leased Housing - April 1998 to May 1993

Administration of a nearly two thousand household Section 8 Rental Assistance program comprised the overall scope of this position. Primary responsibilities included the disbursement of nearly nine million dollars annually in Housing Assistance Payments to more than eleven hundred landlords, direct day-to-day supervision of eight staff, liaison work with all other Agency components as well as accurate record keeping per HUD regulations. Highlights included the creation of Agency Family Self-Sufficiency Program (FSS) and serving on a statewide Project Coordinating Committee for FSS. I also represented RHI on several committees of our State Housing Association as well as serving on several in-house committees focusing on employee benefits, performance evaluations and the rewriting of Agency job descriptions to conform to the American Disabilities Act.

Program Representative/Leased Housing - September 1986 to April 1998

Responsible for the administration and management of a two hundred-plus household caseload. Duties included initial and annual inspections of all units, rent negotiation and general file maintenance. Position required an unusually high degree of organizational, interpersonal and technical skills. Thorough knowledge of market area, Federal Housing Quality Standards and HUD Section 8 regulations were required.

Education

University of Massachusetts at Amherst
Bachelor of Arts cum laude - 1983

- Major: Economics with emphasis on Labor Economics
- Minor: Political Science with emphasis on local government
- Served a one-year paid internship with the University's Housing Administration, which led to becoming the Assistant Director of the program during my junior year.
- Completed a full semester academic internship serving as an assistant to the Town Manager of Action, Massachusetts.
- Took advanced courses in Economics and Latin through the Liberal Arts Honors Program

Civic and Other Activities

- Former Big Brother volunteer, Keene
- Current Co-Chair of Heading for Home, our Regional Housing Coalition
- Current co-chair of the Southwestern Region Planning Commission's Economic Development Advisory Committee
- Former volunteer at McKerley Health Care Center, Keene
- Former Chair of the Board of Directors for the Keene Day Care Center
- Current elected Vice Chairman of the Swanzey Zoning Board of Adjustment.
- Current founding board member and Chairperson of the Monadnock Collaborative, a 501(c) (3) organization formed to provide regional information and supported referral services.
- Dedicated husband and involved father of three children ages twenty-two, twenty and eight.

References available upon request.

[redacted] Margaret Freeman

Experience

2000 – Present
Southwestern Community Services Inc.
Keene, NH

Chief Financial Officer (2014 – present)
Supervising the quality of accounting and financial reporting of SCS; a Community Action Agency. Total funding of $18 million; federal, state and local funding sources. Primary responsibilities include overseeing the accounting functions, implementation and monitoring of internal controls, reporting financial position to the Board of Directors, preparation of the annual A-133 audit, member of agencies Senior Staff.

Fiscal Director (2000-2014)
Responsible to lead and manage the daily operations of the Fiscal Department of SCS. Primary duties include budget preparation and analysis, financial statement preparation and audit coordination.

1993 –2000
Emile J. Legere Management Corp
Keene, NH

Accountant
Provided bookkeeping for real estate management/development corp. Managed 16 affordable housing properties. Responsible for cash management, general ledger, A/P, A/R, financial statement prep, and audit prep. Leasing Manager of large commercial/retail property responsible for lease management and marketing of over 30 retail spaces.

Education

Leadership New Hampshire, Graduate 2011

Plymouth State University, Plymouth, NH
M.B.A., 1999

Keene State College, Keene, NH
B.S., Management, 1991; concentration Mathematics and Computer Science

- Organizes and completes local and regional needs assessments to identify unmet transportation needs.
- Reviews barriers to transportation in the Mid-State Region and makes recommendations to resolve issues.
- Assists with organizing and carrying out the activities of the Mid-State RCC sub-committees. Assists with the facilitation of meetings as assigned.

Independent Contractor - Training Instructor **July 2013 - November 2013**
RLS & Associates, Inc.

- Provided training on miscellaneous transit-relating topics, including Passenger Assistance and Refresher, Emergency Procedures, and Defensive Driving.

Mobility Manager **September 2010 - September 2013**
Community Action Program Belknap-Merrimack Counties, Inc.

- Promoted, enhanced and facilitated access to transportation services, including integration and coordination of services for individuals with disabilities, older adults, individuals with low English proficiency, low income individuals and the general public.
- Provided coordinated services to human service organizations, including individualized travel training and trip planning activities for customers.
- Community transportation advocate promoted the use of the WTS, CAT, and RTS transit system with the general public business community, and human service organization.
- Researched, secured, and managed grant funding and donations to support services.
- Maintained close working relationship with all passenger transit providers in the region to improve ride referrals and collaboration of existing resources.
- Developed new ways to remove barriers for transportation to and from jobs and employment support services for individuals with disabilities, older adults, individuals with low English proficiency, low income individuals, and the general public.
- Assists in the development of transportation resources information including, but not limited to, bus schedules, resource manuals, brochures, Web pages, and signage improvements.
- Presented transportation resource information at community events and conferences.
- Conducted outreach to community organizations to identify unmet needs.
- Provided monthly training on topics including customer service, disability awareness, and dealing with difficult passengers to transportation staff.

Independent Living Services Director **January 2002 - August 2010**
Granite State Independent Living

- Responsible for the overall management of GSIL services provided by program staff including Independent Living services such as peer support and counseling, skills training, and advocacy.

- Responsible for the overall management of the Home Access/Modifications, Adaptive Equipment program, funded by grants and individual donations.
- Developed and was responsible for the overall management of a travel training initiative to assist individuals gain better access to public transportation.
- Provided disability awareness, people first language, and customer service trainings to staff, community groups and transit providers accessing the travel training program.
- Secured funding for new and on-going programs, including grant writing and reporting.
- Supervised, coached, and evaluated a service delivery staff comprised of diverse personalities with several different ways of learning, assuring the quality and consistency of services which were provided including staff located off-site.
- Promoted the use of GSIL services through outreach, presented several different outreach programs to the general public, other service providers and professionals, using PowerPoint and other presentation tools. Supervised the development of brochures, presentation materials and other tools to assist with outreach efforts.
- Developed new services in response to needs evidenced in the market place. Assessed the needs of the community, and conducted an annual evaluation of consumer satisfaction with services.
- Responsible for the preparation of quarterly and annual reports and budgets.

Financial Case Manager
MIMS/Community and Vocational Outreach Worker **1996 -2001**
White Mountain Mental Health and DD Services

- Assessed financial needs of individuals and assisted them in enhancing, securing, and maintaining State and Federal benefits.
- Served as a resource for program staff handling benefits for persons served.
- Maintained personally supportive relationships with individuals and their families, without encouraging unnecessary dependence.
- Maintained a filing system for all financial information pertaining to persons served.
- Interfaced effectively with the agency and community supports on behalf of the client.
- Coordinated and implemented treatment plans for mental health consumers and their families.
- Resolved routine client needs and problems in the community independently.

EDUCATION

Certified Community Transit Manager (CCTM) through CCTA
Course work in Human Services Springfield College, Manchester, NH (2002-04) and New Hampshire Community Technical College (1997-2001)
Certified in Advanced Mobility Device Securement through the National Transit Institute
Certified in Comprehensive ADA Paratransit Eligibility through the National Transit Institute
Certified in Advanced Practices in Paratransit Service through Easter Seals Project Action
Certified as Lead Trainer through Q'Staint
Certified Master Gardener through the UNH Cooperative Extension and active presenter for the Master Gardener Speakers Bureau

TERRI L. DAIGNAULT, VDP COORDINATOR/DISPATCHER

PROFESSIONAL EXPERIENCE

VDP Coordinator and Morning Dispatcher
Southwestern Community Services Transportation — Sept 2016 - Current

The Volunteer Driver Coordinator is responsible for developing and implementing a program for volunteer drivers within the Agency's transportation program. Reports directly to the Transportation Services Director this individual will recruit, train, schedule, and oversee volunteer drivers while working collaborating with other agencies that provide volunteer transportation for Sullivan County residents.

- Recruits, screens, trains, supervises, schedules, and evaluates volunteer drivers
- Identifies and implements resources for training and motivating volunteers
- Maintains a roster of volunteers willing to provide services.
- Maintains accurate records, producing monthly and quarterly reports of volunteer activities as requested.
- Partners with area agencies to coordinate volunteer efforts in the region for optimum efficiency
- Plans and implements an annual volunteer recognition event.
- Coordinates the evaluation of the volunteer program including volunteer satisfaction surveys.
- Handles incoming contacts to the program and makes home visits as appropriate.
- Attends meetings and interfaces with other community groups and agencies as appropriate.
- Participates in the public relations efforts by making presentations to community groups.
- Other related duties as assigned.

The morning dispatcher directly supports SCS transportation programs. Responsible for a variety of activities including collecting, compiling, and distributing transportation reports on both public and volunteer transportation services; managing the Volunteer Driver Program: managing the bus drivers work schedule; coordinating the maintenance and repairs schedule for all buses. Provide Drug and Alcohol Reasonable Suspicion referral for testing, accidents response and documentation. Also provide l dispatching and scheduling for bus transportation.

VDP Coordinator and Morning Dispatcher — Feb 2012 – Sept 2016
Community Alliance of Human Services

Directly supported CAHS' transportation programs. Responsible for a variety of activities including collecting, compiling, and distributing transportation reports on both public and volunteer transportation services; managing the Volunteer Driver Program: managing the bus drivers work schedule; coordinating the maintenance and repairs schedule for all buses and serve as a Drug & Alcohol Safety Officer.

Twin State Speedway — July 2007 – April 2012

Sales, all aspects from dealing with customers, sales/ticket booths, training, overseeing of all ticket takers, deposits, record keeping of all deposits and weekly intake, dealing with employees and customers, registrations, and creating and maintaining websites.

Fleury's Sales — Aug 2010 – Feb 2012

Sales, all aspects from dealing with customers, taking payments to selling cars, deposits, record keeping of all deposits and weekly intake, dealing with employees and customers, registrations, and creating and maintaining websites

Jiffy Mart — Aug 2007 – Jan 2010

Worked as Assistant Manager, cashier, stocking, daily paperwork, invoices, ordering and receiving of stock. Training of new employees, opening and closing of store. Was responsible for daily deposits. Worked and trained in all areas of store, food preparations.

Hodgdon Sales — Aug 1988 – Sept 1996

Worked as cashier, stocking, ordering, and receiving of stock. Trained new employees, payroll, invoicing, billing, answering phones, dealing with the public. Set up new store fronts. Helped with auctions, scribing and any other duties as needed.

THERESA C. PAIGE, TRANSIT DIRECTOR

PROFESSIONAL EXPERIENCE

Transit Director **February 2017 - Current**
Southwestern Community Services, Inc.

As the Transit Director for Southwestern Community Services Transportation (SCST) Ms. Paige is responsible for all aspects of operations for a rural public transportation service which is funded with a variety of federal, state, county, and municipal funding. This funding includes FTA 5311, and 5310 formula grant funding through NHDOT; FTA 5310 POS reimbursement funding for VDP rides; BEAS Title III funding; Medicaid reimbursed rides and a variety of other grant funding. All of these funding sources have extensive operating and reporting requirements which need to be met in addition to the ongoing tasks of budgeting, employee hiring, training and retention, marketing and community outreach. The transportation service is based in Claremont, with three flex route systems that run in Claremont, Charlestown and Newport. There is also a Demand Response "Dial-A-Ride" service that runs in the larger Claremont area. SCST also runs a Volunteer Driver Program that covers all of Sullivan County.

Associate and RTAP Liaison **November 2013 – February 2017**
RLS & Associates, Inc.

Ms. Paige is the in-state Program Liaison and lead trainer for the New Hampshire and Massachusetts RTAP Programs. As lead trainer she instructs in a variety of topics including Passenger Assistance and Refresher, Emergency Procedures, Defensive Driving, Pre-Trip Inspections, Drug & Alcohol Reasonable Suspicion Referral and several Customer Service based topics. Ms. Paige schedules all trainings and coordinates with the RLS contracted trainers to ensure required trainings are available at regional training sites throughout New Hampshire and Massachusetts. Ms. Paige is also currently serving as interim director for a public transportation service that has transitioned from one social service provider to another in a neighboring community. In this transitional position she provides all of the traditional management activities of a transit manager, and the additional responsibilities of repairing community relationships and improving the service image.

Regional Transportation Coordinator **September 2013 – November 2013**
Community Action Program Belknap-Merrimack Counties, Inc.

- Responsible for assisting the Mid-State Regional Coordinating Council with collaborative initiatives that enhance transportation options in the Mid-State region.
- Perform outreach activities to engage stakeholders and educate the public.
- Serve as the liaison to state and local transit groups.
- Facilitates transportation coordination among public, private, and volunteer transit providers and stakeholders to enhance options for consumers.
- Markets transportation services available to the Mid-State Region residents.

SCS Transportation

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
John Manning	Executive Director	$136,718	0	0
Keith Thibault	Director of Development	$87,797	0	0
Meg Freeman	Chief Financial Officer	$92,206	0	0
Theresa Paige	Transportation Director	$60,320	100%	$60,320
Terri Daignault	VDP Coordinator/Dispatcher	$40,123	100%	$40,123

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301-3587
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 2, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $8,597,592 from $17,667,902 to an amount not to exceed $26,265,494 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, **retroactive** to July 1, 2017 effective upon Governor and Executive Council. The original agreements were approved by Governor and Executive Council on December 21, 2016 (Item # 15) and the contract with Rockingham Nutrition Meals on Wheels was amended on June 7, 2017 (Item #13). 43% General Funds/ 57% Federal Funds.

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757	$1,491,912	$4,557,669
Community Action Partnership of Strafford County	177200	Dover	$69,513	$33,780	$103,293
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629	$91,665	$280,294
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814	$1,151,539	$3,518,353
Greater Wakefield Resource Center	158408	Union	$30,800	$14,992	$45,792
Lamprey Health Care	177677	Newmarket	$118,560	$57,579	$176,139
Newport Senior Center	177250	Newport	$1,272,754	$619,398	$1,892,152
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279	$363,251	$1,109,530

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064	$1,396,238	$4,265,302
Southwestern Community Services	177511	Keene	$117,031	$56,890	$173,921
St Joseph Community Services	155093	Merrimack	$2,999,190	$1,459,761	$4,458,951
Strafford Nutrition MOW	260818	Somersworth	$774,098	$376,787	$1,150,885
The Gibson Center for Senior Services	155344	North Conway	$506,402	$246,440	$752,842
Tri-County Community Action Program	177195	Berlin	$1,403,957	$683,006	$2,086,963
VNA at HCS	177274	Keene, NH	$1,139,054	$554,354	$1,693,408
		Total:	**$17,667,902**	**$8,597,592**	**$26,265,494**

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated in each year of the biennium (State Fiscal Years 2018 and 2019) a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services in HB144. The Department is amending the contracts to increase the per meal and per client per date transportation rates. The purpose of this request is to increase the price limitation and extend the completion date in order for the vendors to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will

prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services.

These contracts were selected through a competitive bid process. Sixteen (16) agreements were originally approved by the Governor and Executive Council, one (1) of which (City of Nashua) will be put before the Governor and Executive Council at a later date.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement includes the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for nine (9) months, leaving an additional one (1) year and three (3) months of renewal.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates paid for Nutrition and Transportation Services, and its inclusion of funding in the current biennium to support these increases will be unfulfilled.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,

Christine L. Santaniello
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,614.60		$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50		$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50		$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20	$12,514.04	$261,743.24
541-500383	Meals - Congregate	2018	$327,189.50	$16,656.92	$343,846.42
544-500386	Meals - Home Delivered	2018	$669,515.00	$34,084.40	$703,599.40
512-500352	Transportation of Clients	2019	$62,307.30	$199,435.94	$261,743.24
541-500383	Meals - Congregate	2019	$81,796.00	$262,050.42	$343,846.42
544-500386	Meals - Home Delivered	2019	$167,381.50	$536,217.90	$703,599.40
		Subtotal	***$2,180,388.10***	***$1,060,959.62***	***$3,241,347.72***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,893.80		$53,893.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$107,787.60	$5,412.12	$113,199.72
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$26,946.90	$86,252.82	$113,199.72
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,845.40		$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00		$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50		$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10	$1,288.77	$26,955.87
541-500383	Meals - Congregate	2018	$93,500.00	$4,760.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$130,795.50	$6,658.68	$137,454.18
512-500352	Transportation of Clients	2019	$6,422.70	$20,533.17	$26,955.87
541-500383	Meals - Congregate	2019	$23,375.00	$74,885.00	$98,260.00
544-500386	Meals - Home Delivered	2019	$32,697.50	$104,756.68	$137,454.18
		Subtotal	***$437,453.70***	***$212,882.30***	***$650,336.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,129.90		$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50		$187,621.50
544-500386	Meals - Home Delivered	2017	$161,073.00		$161,073.00
512-500352	Transportation of Clients	2018	$366,236.10	$18,389.07	$384,625.17
541-500383	Meals - Congregate	2018	$375,243.00	$19,103.28	$394,346.28
544-500386	Meals - Home Delivered	2018	$322,146.00	$16,400.16	$338,546.16
512-500352	Transportation of Clients	2019	$91,553.10	$293,072.07	$384,625.17
541-500383	Meals - Congregate	2019	$93,813.50	$300,532.78	$394,346.28
544-500386	Meals - Home Delivered	2019	$80,536.50	$258,009.66	$338,546.16
		Subtotal	***$1,861,352.60***	***$905,507.02***	***$2,766,859.62***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			
541-500383	Meals - Congregate	2017	$8,800.00		$8,800.00
544-500386	Meals - Home Delivered	2017			
512-500352	Transportation of Clients	2018			
541-500383	Meals - Congregate	2018	$17,600.00	$896.00	$18,496.00
544-500386	Meals - Home Delivered	2018			
512-500352	Transportation of Clients	2019			
541-500383	Meals - Congregate	2019	$4,400.00	$14,096.00	$18,496.00
544-500386	Meals - Home Delivered	2019			
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,872.80		$33,872.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$67,745.60	$3,387.28	$71,132.88
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,941.60	$54,191.28	$71,132.88
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.80		$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00		$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50		$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60	$3,888.92	$81,340.52
541-500383	Meals - Congregate	2018	$160,726.50	$8,182.44	$168,908.94
544-500386	Meals - Home Delivered	2018	$249,909.00	$12,722.64	$262,631.64
512-500352	Transportation of Clients	2019	$19,362.90	$61,977.62	$81,340.52
541-500383	Meals - Congregate	2019	$40,183.00	$128,725.94	$168,908.94
544-500386	Meals - Home Delivered	2019	$62,480.00	$200,151.64	$262,631.64
		Subtotal	***$854,159.30***	***$415,649.20***	***$1,269,808.50***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$62,777.00		$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50		$71,857.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$125,554.00	$6,391.84	$131,945.84
544-500386	Meals - Home Delivered	2018	$143,715.00	$7,316.40	$151,031.40
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$31,388.50	$100,557.34	$131,945.84
544-500386	Meals - Home Delivered	2019	$35,931.50	$115,099.90	$151,031.40
		Subtotal	***$471,223.50***	***$229,365.48***	***$700,588.98***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,844.00		$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00		$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00		$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60	$9,104.25	$190,781.85
541-500383	Meals - Congregate	2018	$247,500.00	$12,600.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$663,674.00	$33,787.04	$697,461.04
512-500352	Transportation of Clients	2019	$45,416.80	$145,365.05	$190,781.85
541-500383	Meals - Congregate	2019	$61,875.00	$198,225.00	$260,100.00
544-500386	Meals - Home Delivered	2019	$165,918.50	$531,542.54	$697,461.04
		Subtotal	***$1,912,492.90***	***$930,623.88***	***$2,843,116.78***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,001.60		$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50		$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00		$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80	$2,499.64	$52,492.44
541-500383	Meals - Congregate	2018	$317,075.00	($116,798.00)	$200,277.00
544-500386	Meals - Home Delivered	2018	$981,794.00	$182,922.24	$1,164,716.24
512-500352	Transportation of Clients	2019	$12,500.80	$39,991.64	$52,492.44
541-500383	Meals - Congregate	2019	$79,271.50	$121,005.50	$200,277.00
544-500386	Meals - Home Delivered	2019	$245,448.50	$919,267.74	$1,164,716.24
		Subtotal	***$2,360,518.70***	***$1,148,888.76***	***$3,509,407.46***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,440.70		$33,440.70
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$66,881.40	$3,358.18	$70,239.58
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,708.50	$53,531.08	$70,239.58
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,860.60		$19,860.60
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$39,721.20	$1,994.44	$41,715.64
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$9,930.30	$31,785.34	$41,715.64
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$27,973.00		$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50		$129,233.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$55,940.50	$2,847.88	$58,788.38
544-500386	Meals - Home Delivered	2018	$258,467.00	$13,158.32	$271,625.32
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$13,986.50	$44,801.88	$58,788.38
544-500386	Meals - Home Delivered	2019	$64,619.50	$207,005.82	$271,625.32
		Subtotal	***$550,220.00***	***$267,813.90***	***$818,033.90***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00		$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00		$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00		$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00	$10,249.00	$215,229.00
541-500383	Meals - Congregate	2018	$155,732.50	$7,928.20	$163,660.70
544-500386	Meals - Home Delivered	2018	$305,140.00	$15,534.40	$320,674.40
512-500352	Transportation of Clients	2019	$51,245.00	$163,984.00	$215,229.00
541-500383	Meals - Congregate	2019	$38,934.50	$124,726.20	$163,660.70
544-500386	Meals - Home Delivered	2019	$76,285.00	$244,389.40	$320,674.40
		Subtotal	***$1,165,246.00***	***$566,811.20***	***$1,732,057.20***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.10		$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50		$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00		$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50	$2,909.55	$60,856.05
541-500383	Meals - Congregate	2018	$146,547.50	$7,460.60	$154,008.10
544-500386	Meals - Home Delivered	2018	$237,484.50	$12,090.12	$249,574.62
512-500352	Transportation of Clients	2019	$14,480.70	$46,375.35	$60,856.05
541-500383	Meals - Congregate	2019	$36,635.50	$117,372.60	$154,008.10
544-500386	Meals - Home Delivered	2019	$59,372.50	$190,202.12	$249,574.62
		Subtotal	***$773,473.80***	***$376,410.34***	***$1,149,884.14***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
		Subtotal	***$13,091,059.60***	***$6,369,816.24***	***$19,460,875.84***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50		$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00	$25,756.08	$531,679.08
544-500386	Meals Home Delivered	2019	$126,483.50	$405,195.58	$531,679.08
		Subtotal	***$885,368.00***	***$430,951.66***	***$1,316,319.66***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00		$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50	$2,005.64	$41,402.14
544-500386	Meals Home Delivered	2019	$9,850.50	$31,551.64	$41,402.14
		Subtotal	***$68,948.00***	***$33,557.28***	***$102,505.28***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00		$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50	$14,704.20	$303,536.70
544-500386	Meals Home Delivered	2019	$72,209.50	$231,327.20	$303,536.70
		Subtotal	***$505,461.00***	***$246,031.40***	***$751,492.40***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50		$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00	$12,177.20	$251,372.20
544-500386	Meals Home Delivered	2019	$59,801.50	$191,570.70	$251,372.20
		Subtotal	***$418,594.00***	***$203,747.90***	***$622,341.90***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50		$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50	$8,001.56	$165,175.06
544-500386	Meals Home Delivered	2019	$39,292.00	$125,883.06	$165,175.06
		Subtotal	***$275,055.00***	***$133,884.62***	***$408,939.62***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00		$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00	$27,827.52	$574,439.52
544-500386	Meals Home Delivered	2019	$136,653.00	$437,786.52	$574,439.52
		Subtotal	***$956,571.00***	***$465,614.04***	***$1,422,185.04***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00		$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50	$18,579.40	$383,531.90
544-500386	Meals Home Delivered	2019	$91,239.50	$292,292.40	$383,531.90
		Subtotal	***$638,671.00***	***$310,871.80***	***$949,542.80***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00		$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00	$6,512.80	$134,442.80
544-500386	Meals Home Delivered	2019	$31,982.50	$102,460.30	$134,442.80
		Subtotal	***$223,877.50***	***$108,973.10***	***$332,850.60***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50		$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50	$6,944.28	$143,349.78
544-500386	Meals Home Delivered	2019	$34,100.00	$109,249.78	$143,349.78
		Subtotal	***$238,711.00***	***$116,194.06***	***$354,905.06***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50		$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00	$10,634.96	$219,535.96
544-500386	Meals Home Delivered	2019	$52,228.00	$167,307.96	$219,535.96
		Subtotal	***$365,579.50***	***$177,942.92***	***$543,522.42***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Subtotal	***$4,576,836.00***	***$2,227,768.78***	***$6,804,604.78***

Summary by Vendor by Year

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,931.10	$0.00	$875,931.10
		2018	$1,751,856.70	$89,011.44	$1,840,868.14
		2019	$437,968.30	$1,402,899.84	$1,840,868.14
		Subtotal	***$3,065,756.10***	***$1,491,911.28***	***$4,557,667.38***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,893.80	$0.00	$53,893.80
		2018	$107,787.60	$5,412.12	$113,199.72
		2019	$26,946.90	$86,252.82	$113,199.72
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,696.90	$0.00	$144,696.90
		2018	$289,359.10	$14,713.09	$304,072.19
		2019	$72,345.70	$231,726.49	$304,072.19
		Subtotal	***$506,401.70***	***$246,439.58***	***$752,841.28***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,243.40	$0.00	$676,243.40
		2018	$1,352,457.60	$68,596.71	$1,421,054.31
		2019	$338,112.60	$1,082,941.71	$1,421,054.31
		Subtotal	***$2,366,813.60***	***$1,151,538.42***	***$3,518,352.02***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$17,600.00	$896.00	$18,496.00
		2019	$4,400.00	$14,096.00	$18,496.00
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,872.80	$0.00	$33,872.80
		2018	$67,745.60	$3,387.28	$71,132.88
		2019	$16,941.60	$54,191.28	$71,132.88
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,643.80		$363,643.80
		2018	$727,282.10	$36,971.20	$764,253.30
		2019	$181,827.40	$582,425.90	$764,253.30
		Subtotal	***$1,272,753.30***	***$619,397.10***	***$1,892,150.40***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,224.00	$0.00	$213,224.00
		2018	$426,442.50	$21,709.80	$448,152.30
		2019	$106,612.00	$341,540.30	$448,152.30
		Subtotal	***$746,278.50***	***$363,250.10***	***$1,109,528.60***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,737.00	$0.00	$819,737.00
		2018	$1,639,463.60	$83,318.81	$1,722,782.41
		2019	$409,863.30	$1,312,919.11	$1,722,782.41
		Subtotal	***$2,869,063.90***	***$1,396,237.92***	***$4,265,301.82***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$856,915.10	$0.00	$856,915.10
		2018	$1,713,814.30	$87,203.28	$1,801,017.58
		2019	$428,460.30	$1,372,557.28	$1,801,017.58
		Subtotal	***$2,999,189.70***	***$1,459,760.56***	***$4,458,950.26***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,440.70	$0.00	$33,440.70
		2018	$66,881.40	$3,358.18	$70,239.58
		2019	$16,708.50	$53,531.08	$70,239.58
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,860.60	$0.00	$19,860.60
		2018	$39,721.20	$1,994.44	$41,715.64
		2019	$9,930.30	$31,785.34	$41,715.64
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,171.50	$0.00	$221,171.50
		2018	$442,337.50	$22,519.00	$464,856.50
		2019	$110,588.50	$354,268.00	$464,856.50
		Subtotal	***$774,097.50***	***$376,787.00***	***$1,150,884.50***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,134.50	$0.00	$401,134.50
		2018	$802,258.00	$40,655.88	$842,913.88
		2019	$200,564.50	$642,349.38	$842,913.88
		Subtotal	***$1,403,957.00***	***$683,005.26***	***$2,086,962.26***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,457.10	$0.00	$325,457.10
		2018	$650,879.50	$33,095.23	$683,974.73
		2019	$162,716.70	$521,258.03	$683,974.73
		Subtotal	***$1,139,053.30***	***$554,353.26***	***$1,693,406.56***

Summary for All Vendors by Year

		SFY	Current Budget	(Decrease)	Modified Budget
		2017	$5,048,022.30	$0.00	$5,048,022.30
		2018	$10,095,886.70	$512,842.46	$10,608,729.16
		2019	$2,523,986.60	$8,084,742.56	$10,608,729.16
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
7872-541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
7872-512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
7872-541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
7872-512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
7872-541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
9255-544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
9255-544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
9255-544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

7872-512-500352	Transportation of Clients	all	$2,616,837.60	$1,271,490.62	$3,888,328.22
7872-541-500383	Meals - Congregate	all	$3,539,585.50	$1,457,007.82	$4,996,593.32
7872-544-500386	Meals - Home Delivered	all	$6,934,636.50	$3,641,317.80	$10,575,954.30
9255-544-500386	Meals Home Delivered	all	$4,576,836.00	$2,227,768.78	$6,804,604.78
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Grand Total SFY17	2017	**$5,048,022.30**	**$0.00**	**$5,048,022.30**
Grand Total SFY18	2018	**$10,095,886.70**	**$512,842.46**	**$10,608,729.16**
Grand Total SFY19	2019	**$2,523,986.60**	**$8,084,742.56**	**$10,608,729.16**
Total Contract		**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated this 2nd day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 63 Community Way, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service rates, extend the completion date, and increase the price limitation.

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

1. Amend General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. Amend General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $56,890 from $117,031 to read $173,921.
3. Amend General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Delete Exhibit B-1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #1, Rate Sheet.
6. Add Exhibit K, DHHS Information Security Requirements.
7. Add Attachment A – Amendment #1, Attestation.

10/30/17

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

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

State of New Hampshire
Department of Health and Human Services

11/14/17
Date

Christine L. Santaniello
Director

Southwestern Community Services, Inc.

10/30/17
Date

Name: John A. Manning
Title: Chief Executive Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Cheshire on 10/30/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Leisa Perrotta, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2-6-2018

LEISA J PERROTTA NOTARY PUBLIC EXP. 02/06/2018 NEW HAMPSHIRE

10/30/17

New Hampshire Department of Health and Human Services
Nutrition and Transportation

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

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date

Name: Megan Kelly
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

12/30/17

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	1,411	$23.70	$ 33,440.70

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	2,822	$24.89	$ 70,239.58

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	2,822	$24.89	$ 70,239.58
			Total	$ 173,919.86

Contractor Initials: JM
Date: 10/30/17

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

Contractor Initials
Date 10/30/17

Attachment A – Amendment #1

ATTESTATION

For Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit (per diem or per meal) rates or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the agency named below, I certify that the agency named below will use the increase in funding exclusively to increase service unit rates for the administration of the services listed on Exhibit B-1 - Amendment #1, Rate Sheet and that the state may request an audit of our records to confirm the same.

John A. Manning, Chief Executive Officer
Southwestern Community Services, Inc.

Name, Title, and Agency Name

Signature

10/30/17

Date

10/30/17

15 mac

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

November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed $17,667,902 effective January 1, 2017, or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814
Greater Wakefield Resource Center	TBD	Union	$30,800
Lamprey Health Care	177677	Newmarket	$118,560
Newport Senior Center	177250	Newport	$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064
St Joseph Community Services	155093	Merrimack	$2,999,190
Strafford Nutrition MOW	260818	Somersworth	$774,098
Southwestern Community Services	TBD	Keene	$117,031
The Gibson Center for Senior Services	155344	North Conway	$506,402
Tri-County Community Action Program	TBD	Berlin	$1,403,957
VNA at HCS	177274	Keene, NH	$1,139,054
		Total:	$17,667,902

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

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

Nutrition and Transportation Services
RFA Name

RFA-2017-BEAS-06-NUTRI
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. CAP Belknap-Merrimack Counties, Inc.		150	150
2. CAP Strafford County		150	105
3. Easter Seals NH		150	142
4. Grafton County Senior Citizens Council, Inc.		150	150
5. Greater Wakefield Resource Center		150	105
6. Lamprey Health Care		150	150
7. Nashua Transit System		150	135
8. Newport Senior Center, Inc.		150	130
9. Ossipee Concerned Citizens, Inc.		150	125
10. Rockingham Nutrition Meals on Wheels		150	150
11. St. Joseph Community Services, Inc.		150	145

Reviewer Names

1. Tracey Tarr, Administrator II, Elderly & Adult Srvcs, DHHS
2. Jean Crouch, Supervisor VII, DEAS
3. Wendy Aultman, Administrator I DEAS
4.
5.
6.
7.
8.
9.

12. Strafford Nutrition Meals on Wheels		150	135
13. The Gibson Center for Senior Services, Inc		150	150
14. Tri County CAP, Inc.		150	150
15. VNA at HCS		150	130
16. Southwestern Community Services		150	120
17. 0		150	0
18. 0		150	0
19. 0		150	0
20. 0		150	0

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$124,614.60
541-500383	Meals - Congregate	2017	$163,697.50
544-500386	Meals - Home Delivered	2017	$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20
541-500383	Meals - Congregate	2018	$327,189.50
544-500386	Meals - Home Delivered	2018	$669,515.00
512-500352	Transportation of Clients	2019	$62,307.30
541-500383	Meals - Congregate	2019	$81,796.00
544-500386	Meals - Home Delivered	2019	$167,381.50
		Subtotal	$2,180,388.10

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$53,893.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$107,787.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10
541-500383	Meals - Congregate	2018	$93,500.00
544-500386	Meals - Home Delivered	2018	$130,795.50
512-500352	Transportation of Clients	2019	$6,422.70
541-500383	Meals - Congregate	2019	$23,375.00
544-500386	Meals - Home Delivered	2019	$32,697.50
		Subtotal	$437,453.70

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	[illegible]
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	[illegible]
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$1,861,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$0.00
541-500383	Meals - Congregate	2017	$8,800.00
544-500386	Meals - Home Delivered	2017	$0.00
512-500352	Transportation of Clients	2018	$0.00
541-500383	Meals - Congregate	2018	$17,600.00
544-500386	Meals - Home Delivered	2018	$0.00
512-500352	Transportation of Clients	2019	$0.00
541-500383	Meals - Congregate	2019	$4,400.00
544-500386	Meals - Home Delivered	2019	$0.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$33,872.80
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	$67,745.60
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	[illegible]
512-500352	Transportation of Clients	2019	$16,941.60
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$38,725.80
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	$249,909.00
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	$640,183.00
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$854,159.30

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	[illegible]
541-500383	Meals - Congregate	2017	$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	$125,554.00
544-500386	Meals - Home Delivered	2018	$143,715.00
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	$31,388.50
544-500386	Meals - Home Delivered	2019	$35,931.50
		Subtotal	$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60
541-500383	Meals - Congregate	2018	$247,500.00
544-500386	Meals - Home Delivered	2018	$663,674.00
512-500352	Transportation of Clients	2019	$45,416.80
541-500383	Meals - Congregate	2019	$61,875.00
544-500386	Meals - Home Delivered	2019	$165,918.50
		Subtotal	$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80
541-500383	Meals - Congregate	2018	$317,075.00
544-500386	Meals - Home Delivered	2018	$981,794.00
512-500352	Transportation of Clients	2019	$12,500.80
541-500383	Meals - Congregate	2019	$79,268.50
544-500386	Meals - Home Delivered	2019	$245,448.50
		Subtotal	$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$33,440.78
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$66,881.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,708.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$19,860.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$55,940.50
544-500386	Meals - Home Delivered	2018	$258,467.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$13,986.50
544-500386	Meals - Home Delivered	2019	$64,619.50
		Subtotal	$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$102,490.00
541-500383	Meals - Congregate	2017	$77,669.00
544-500386	Meals - Home Delivered	2017	$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00
541-500383	Meals - Congregate	2018	$155,732.50
544-500386	Meals - Home Delivered	2018	$306,140.00
512-500352	Transportation of Clients	2019	$51,245.00
541-500383	Meals - Congregate	2019	$38,934.50
544-500386	Meals - Home Delivered	2019	$76,285.00
		Subtotal	$1,165,246.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50
541-500383	Meals - Congregate	2018	$146,542.50
544-500386	Meals - Home Delivered	2018	$237,484.50
512-500352	Transportation of Clients	2019	$14,480.70
541-500383	Meals - Congregate	2019	$36,635.50
544-500386	Meals - Home Delivered	2019	$59,372.50
		Subtotal	$773,473.80

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70
541-500383	Meals - Congregate	2018	$2,022,608.50
544-500386	Meals - Home Delivered	2018	$3,962,640.00
512-500352	Transportation of Clients	2019	$373,816.60

541-500383	Meals - Congregate	2019	$505,659.00
544-500386	Meals - Home Delivered	2019	$990,671.00
		Subtotal	$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00
544-500386	Meals Home Delivered	2019	$126,483.50
		Subtotal	$885,368.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50
544-500386	Meals Home Delivered	2019	$9,850.50
		Subtotal	$68,948.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50
544-500386	Meals Home Delivered	2019	$72,209.50
		Subtotal	$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00
544-500386	Meals Home Delivered	2019	$59,801.50
		Subtotal	$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50
544-500386	Meals Home Delivered	2019	$39,292.00
		Subtotal	$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00
544-500386	Meals Home Delivered	2019	$136,653.00
		Subtotal	$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00
544-500386	Meals Home Delivered	2018	$364,962.50
544-500386	Meals Home Delivered	2019	$91,239.50
		Subtotal	$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00
544-500386	Meals Home Delivered	2019	$31,982.50
		Subtotal	$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50
544-500386	Meals Home Delivered	2019	$34,100.00
		Subtotal	$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00
544-500386	Meals Home Delivered	2019	$52,228.00
		Subtotal	$365,579.50

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50
544-500386	Meals Home Delivered	2019	$653,840.00
		Subtotal	$4,576,836.00

Summary by Vendor by Year

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

		State Fiscal Year	Current Modified Budget
		2017	$875,931.10
		2018	$1,751,856.70
		2019	$437,968.30
		Subtotal	$3,065,756.10

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

		State Fiscal Year	Current Modified Budget
		2017	$53,893.60
		2018	$107,787.60
		2019	$26,946.90
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget
		2017	$144,696.90
		2018	$289,359.10
		2019	$72,345.70
		Subtotal	$506,401.70

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

		State Fiscal Year	Current Modified Budget
		2017	$676,243.40
		2018	$1,352,457.60
		2019	$338,112.60
		Subtotal	$2,366,813.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		State Fiscal Year	Current Modified Budget
		2017	$8,800.00
		2018	$17,600.00
		2019	$4,400.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget
		2017	$33,872.80
		2018	$67,745.60
		2019	$16,941.60
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget
		2017	$363,643.80
		2018	$727,282.10
		2019	$181,827.40
		Subtotal	$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget
		2017	$213,224.00
		2018	$426,442.50
		2019	$106,612.00
		Subtotal	$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget
		2017	$819,737.00
		2018	$1,639,463.60
		2019	$409,863.30
		Subtotal	$2,869,063.90

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget
		2017	$856,915.10
		2018	$1,713,814.30
		2019	$428,460.30
		Subtotal	$2,999,189.70

Southwestern Community Services (Vendor #177511)

		State Fiscal Year	Current Modified Budget
		2017	$33,440.70
		2018	$66,881.40
		2019	$16,708.50
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget
		2017	$19,860.60
		2018	$39,721.20
		2019	$9,930.30
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget

		2017	$221,171.50
		2018	$442,337.50
		2019	$110,588.50
		Subtotal	$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	$401,134.50
		2018	$802,258.00
		2019	$200,564.50
		Subtotal	$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	$325,457.10
		2018	$650,879.50
		2019	$162,716.70
		Subtotal	$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	$5,048,022.30
		2018	$10,095,886.70
		2019	$2,523,986.60
		Subtotal	$17,667,895.60

FORM NUMBER P-37 (version 5/8/15)

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-11)

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southwestern Community Services, Inc.		1.4 Contractor Address PO Box 603 63 Community Way Keene, NH 03431	
1.5 Contractor Phone Number 603-719-4211	1.6 Account Number 05-095-48-481010-92550000 05-095-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $117,031
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory John A. Manning, Chief Executive Officer	

1.13 Acknowledgement: State of NH, County of Cheshire

On 12/5/16, 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

[signature] [Seal]

STACEY M. McGILVERY MY COMMISSION EXPIRES NOV. 18, 2020 NOTARY PUBLIC NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Stacey McGilvery, Notary

1.14 State Agency Signature [signature] Date: 12/6/16	1.15 Name and Title of State Agency Signatory Maureen Ryan, Director
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: [signature]	On: 12/6/16
1.18 Approval by the Governor and Executive Council *(If applicable)* By:	On:

qm 12/5/16

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

Contractor Initials JM
Date 12/5/16

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 $1,000,000per 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.

Contractor Initials JM

Date 12/5/16

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.

Contractor Initials GM
Date 12/5/16

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. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the service area of Sullivan County.

1.4. The Contractor agrees that services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).

1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.

2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:

2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.

2.1.3.2. Provide transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).

2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order

2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:

2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.

2.1.4.2. Provide transportation services based on a fixed route schedule defined by the Contractor.

2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.

2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3. Administration of Services

3.1. Access to Services

3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.

3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:

3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.

3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.

3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during

the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.

3.3.4. The Contractor shall re-determine client eligibility for services in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.

3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

3.4. Client Assessments and Service Plans

3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health, or developmental issues or criminal histories.

3.5. Person Centered Provision of Services

3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:

3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.

3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.

3.5.1.4. Individuals receive the information he/she needs to make informed decisions.

3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.

3.5.1.7. Individuals' rights are affirmed and protected.

3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.

3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

3.6.1.4. Agrees not to bill or invoice clients and/or their families.

3.6.1.5. Agrees that all donations support the program for which donations were given.

3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.

3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.

3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

3.6.2.4. Agrees that all fees support the program for which donations were given.

3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.

3.7. Adult Protection Services

3.7.1. The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.

3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

3.7.4. The Contractor agrees that the payment received from 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 such as in Section 1.3.4, from the individual for those services.

3.8. Referring Clients to Other Services

3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.

3.9. Client Wait Lists

3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

3.9.3. The Contractor shall include at a minimum the following information on its wait list:

3.9.3.1. The individual's full name and date of birth.

3.9.3.2. The name of the service being requested.



3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

3.9.3.5. 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.

3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.

3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

3.9.4.2. Declining mental or physical health of the caregiver.

3.9.4.3. Declining mental or physical health of the individual.

3.9.4.4. Individual has no respite services while living with a caregiver.

3.9.4.5. Length of time on the wait list.

3.9.4.6. 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.

3.9.4.7. 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.

3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

3.10. Criminal Background Check and BEAS State Registry Checks

3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving

services, before the staff member or volunteer begins providing services.

3.10.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

3.11. Grievance and Appeals

3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client.

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent

disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.

4. Staffing

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

4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.

4.1.2. 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.

4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:

4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.

4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.

4.1.5.3. A description of time frames necessary for obtaining staff replacements.

4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.

5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

5.1.1.1. The number of clients served by town and in the aggregate;

5.1.1.2. Total amount of donations collected.

5.1.1.3. Expenses by program service provided.

5.1.1.4. Revenue, by program service provided, by funding source.

5.1.1.5. Total amount of donation and/or fees collected from all individuals.

5.1.1.6. Actual Units served, by program service provided, by funding source.

5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.

5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.

5.1.1.9. Unmet need/waiting list.

5.1.1.10. Lengths of time clients are on a waiting list.

5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.

5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:

5.1.3.1. For home-delivered meals:

5.1.3.1.1. The number of meals served by client and by town.

5.1.3.1.2. The number of meals served in the aggregate; and

5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.

5.1.3.2. For transportation:

5.1.3.2.1. The number of clients served by town and in the aggregate;

5.1.3.2.2. The number of miles in the aggregate;

5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.

6. Performance Measures

6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:

6.1.1. All clients served meet eligibility requirements;

6.1.2. The contractor identified, located and served the people who need and could benefit from services.

6.1.3. The contractor determined and redetermined accurate and timely eligibility.

6.1.4. Clients receive services in accordance with their needs.

6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

6.2.1.1. Data

6.2.1.2. Financial records

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

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

6.2.1.5. Scheduled phone access to Contractor principals and staff

6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with federal funds. Availability of federal funds is contingent upon meeting the requirements outlined in the:
   - Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3CM, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3HD, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2
   - Catalog of Federal Domestic Assistance #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
   4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
   4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
   4.3. Invoices shall be submitted to:

   Bureau of Elderly and Adult Services Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
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 the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	1,411	$23.70	$ 33,440.70

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	2,822	$23.70	$ 66,881.40

7/1/2018 through 09/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIB Transportation	PerClient/PerDay	705	$23.70	$ 16,708.50

Contractor Initials: JM
Date: 12/5/16

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.

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.

Contractor Initials JM
Date 12/5/16

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 Division 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: Southwestern Community Services, Inc.

12/5/16
Date

Name: John A. Manning
Title: Chief Executive Officer

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-I.)

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

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

Contractor Name: Southwestern Community Services, Inc.

12/5/16
Date

Name: John A. Manning
Title: Chief Executive Officer

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

Contractor Initials JM
Date 12/5/16

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 (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: Southwestern Community Services, Inc.

12/5/16
Date

Name: John A. Manning
Title: Chief Executive Officer

Contractor Initials JM
Date 12/5/16

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.

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: Southwestern Community Services, Inc.

12/5/16
Date

Name: John A. Manning
Title: Chief Executive Officer

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: Southwestern Community Services, Inc.

12/5/16
Date

Name: John A. Manning
Title: Chief Executive Officer

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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.

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

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.

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	Southwestern Community Services, Inc.
Signature of Authorized Representative	Signature of Authorized Representative
Maureen Ryan	John A. Manning
Name of Authorized Representative	Name of Authorized Representative
Director, OHS	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
12/6/16	December 5, 2016
Date	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: Southwestern Community Services, Inc.

12/5/16
Date

Name: John A. Manning
Title: Chief Executive Officer

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: 081251381

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Nutrition and Transportation Contract

This 2nd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated this 26th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and St. Joseph Community Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 395 Daniel Webster Highway, Merrimack, NH 03054.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), as amended on December 20, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the service rates, and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $6,393,074.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan White, Director of Contracts and Procurement.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit B-1 Amendment #1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #2, Rate Sheet.

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

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

State of New Hampshire
Department of Health and Human Services

1/28/19
Date

Name: Christine Santaniello
Title: Director, DLTSS

St. Joseph Community Services, Inc.

1/25/2019
Date

Name: Meghan Brady
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 1/25/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

CHERYL L. LINDNER
MY COMMISSION EXPIRES JAN. 24, 2023
NOTARY PUBLIC NEW HAMPSHIRE

Cheryl L. Lindner, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 1/24/23

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

OFFICE OF THE ATTORNEY GENERAL

1/31/19
Date

Name: Megan A. Lucy
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Rate Sheet
Amendment #2

Nutrition and Transportation					
1/1/2017 through 06/30/2017 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service**		**Total Amount of Funding being Requested for each Service**
Title XX HD Meals	Per Meal	33,178	$5.50		$ 182,479.00
Title IIIC HD Meals	Per Meal	92,254	$5.50		$ 507,397.00
Title IIIC Cong Meals	Per Meal	25,825	$5.50		$ 142,037.50
Title IIIB Transportation	PerClient/PerDay	2,404	$10.40		$ 25,001.60
			Subtotal		*$ 856,915.10*
7/1/2017 through 06/30/2018 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service**		**Total Amount of Funding being Requested for each Service**
Title XX HD Meals	Per Meal	66,355	$5.78		$ 383,531.90
Title IIIC HD Meals	Per Meal	201,508	$5.78		$ 1,164,716.24
Title IIIC Cong Meals	Per Meal	34,650	$5.78		$ 200,277.00
Title IIIB Transportation	PerClient/PerDay	4,807	$10.92		$ 52,492.44
			Subtotal		*$ 1,801,017.58*
7/1/2018 through 06/30/2019 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service 7/1/18-12/31/18**	**Rate per Service 1/1/19-6/30/19**	**Total Amount of Funding being Requested for each Service**
Title XX HD Meals	Per Meal	66,355	$5.78	$6.00	$ 398,130.00
Title IIIC HD Meals	Per Meal	201,508	$5.78	$6.00	$ 1,209,048.00
Title IIIC Cong Meals	Per Meal	34,650	$5.78	$6.00	$ 207,900.00
Title IIIB Transportation	PerClient/PerDay	2,109	$10.92	$24.89	$ 52,492.44
			Subtotal		*$ 1,867,570.44*
7/1/2019 through 06/30/2020 Service Units					
Nutrition and Transportation	**Unit Type**	**Total # of Units of Service anticipated to be delivered.**	**Rate per Service**		**Total Amount of Funding being Requested for each Service**
Title XX HD Meals	Per Meal	66,355	$6.00		$ 398,130.00
Title IIIC HD Meals	Per Meal	201,508	$6.00		$ 1,209,048.00
Title IIIC Cong Meals	Per Meal	34,650	$6.00		$ 207,900.00
Title IIIB Transportation	PerClient/PerDay	2,109	$24.89		$ 52,492.44
			Subtotal		*$ 1,867,570.44*
			Total		**$ 6,393,073.56**

Contractor Initials: MB
Date: 1/25/2019

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 ST. JOSEPH COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 26, 1977. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **64319**

Certificate Number: **0004372814**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of January A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, James P. Harris do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of St. Joseph Community Services, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on August 24, 2018:
(Date)

RESOLVED: That the President
(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 25th day of January, 2019.
(Date Amendment Signed)

4. Meghan Brady is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Board Chair
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 25th day of January, 2019,

By James P. Harris.
(Name of Elected Officer of the Agency)

(NOTARY SEAL)

ROBERT W. FUSCO SR. MY COMMISSION EXPIRES OCT. 25, 2022 NOTARY PUBLIC NEW HAMPSHIRE

Commission Expires:

(Notary Public/Justice of the Peace)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/17/2019

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	CONTACT NAME: Cathy Beauregard PHONE (A/C, No, Ext): 603-689-7229 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: cbeauregard@eatonberube.com
INSURED STJOS4 St Joseph Community Services, Inc 395 Daniel Webster Hwy Merrimack NH 03054-4128	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Insurance Group — 14376 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 692066457 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			S2290338	10/1/2018	10/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			S2290338	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			S2290338	10/1/2018	10/1/2019	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC9057643	10/1/2018	10/1/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	D&O Liability Claims Made			MY1006841	10/1/2018	10/1/2019	Each Claim Aggregate Retention	$1,000,000 $1,000,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Non Profit organization providing "Meals On Wheels" services. Workers Compensation Information: no excluded officers; coverage for NH.

CERTIFICATE HOLDER

State Of New Hampshire
Dept. of Health & Human Services
129 Pleasant St.
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marc R Berube

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St. Joseph Community Services

Mission Statement

St. Joseph Community Services fosters independence and life enrichment for seniors and other qualified adults through nutrition, social engagement and community services.

ST. JOSEPH COMMUNITY SERVICES, INC.

Financial Statements

For the Year Ended September 30, 2018

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
St. Joseph Community Services, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of St. Joseph Community Services, Inc., which comprise the statement of financial position as of September 30, 2018, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that

are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes 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 St. Joseph Community Services, Inc. as of September 30, 2018, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Organization's fiscal year 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 8, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2017 is consistent, in all material respects, with the audited financial statements from which it was derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 18, 2018 on our consideration of St. Joseph Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of St. Joseph Community Services, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering St. Joseph Community Services, Inc.'s internal control over financial reporting and compliance.

Melanson Heath

December 18, 2018

ST. JOSEPH COMMUNITY SERVICES, INC.

Statement of Financial Position

September 30, 2018

(with comparative totals as of September 30, 2017)

	Unrestricted				
	Unrestricted	Board Designated	Temporarily Restricted	2018 Total	2017 Total
ASSETS					
Current Assets:					
Cash and cash equivalents	$ 1,102,376	$ 113,987	$ 10,000	$ 1,226,363	$ 1,283,433
Accounts receivable	280,931	-	-	280,931	280,094
Promises to give	31,188	-	-	31,188	159,186
Other current assets	21,261	-	-	21,261	16,136
Total Current Assets	1,435,756	113,987	10,000	1,559,743	1,738,849
Noncurrent Assets:					
Investments	473,545	-	-	473,545	173,945
Property and equipment, net	150,906	-	-	150,906	112,933
Note receivable	51,579	-	-	51,579	50,000
Total Noncurrent Assets	676,030	-	-	676,030	336,878
TOTAL ASSETS	$ 2,111,786	$ 113,987	$ 10,000	$ 2,235,773	$ 2,075,727
LIABILITIES AND NET ASSETS					
Current Liabilities:					
Accounts payable	$ 120,473	$ -	$ -	$ 120,473	$ 120,923
Accrued expenses	92,906	-	-	92,906	93,351
Deferred revenue	13,484	-	-	13,484	-
Total Current Liabilities	226,863	-	-	226,863	214,274
Net Assets:					
Unrestricted	1,884,923	-	-	1,884,923	1,644,556
Board designated	-	113,987	-	113,987	118,537
Temporarily restricted	-	-	10,000	10,000	98,360
Total Net Assets	1,884,923	113,987	10,000	2,008,910	1,861,453
TOTAL LIABILITIES AND NET ASSETS	$ 2,111,786	$ 113,987	$ 10,000	$ 2,235,773	$ 2,075,727

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

ST. JOSEPH COMMUNITY SERVICES, INC.

Statement of Activities

For the Year Ended September 30, 2018

(with comparative totals for the year ended September 30, 2017)

	Unrestricted				
	Unrestricted	Board Designated	Temporarily Restricted	2018 Total	2017 Total
Support and Revenue:					
Bureau of Elderly and Adult Services:					
Title III and related programs	$ 1,822,806	$ -	$ -	$ 1,822,806	$ 1,720,104
Nutrition Services Incentive Program	237,167	-	-	237,167	293,563
CFI	500,166	-	-	500,166	348,777
Contributions	848,056	-	-	848,056	877,285
Special events, net	97,447	-	-	97,447	51,501
In-kind contributions	258,888	-	-	258,888	255,922
Investment income	32,826	-	-	32,826	7,843
Other income	16,332	-	-	16,332	23,090
Net assets released from restriction	92,910	(4,550)	(88,360)	-	-
Total Support and Revenue	3,906,598	(4,550)	(88,360)	3,813,688	3,578,085
Expenses:					
Programs	3,128,841	-	-	3,128,841	2,920,875
Management and general	247,931	-	-	247,931	230,610
Fundraising	289,459	-	-	289,459	283,176
Total Expenses	3,666,231	-	-	3,666,231	3,434,661
Change in net assets	240,367	(4,550)	(88,360)	147,457 *	143,424
Net Assets, Beginning of Year	1,644,556	118,537	98,360	1,861,453	1,718,029
Net Assets, End of Year	$ 1,884,923	$ 113,987	$ 10,000	$ 2,008,910	$ 1,861,453

* The Change in Net Assets includes funds pledged, to be received in future years.

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

ST. JOSEPH COMMUNITY SERVICES, INC.

Statement of Functional Expenses

For the Year Ended September 30, 2018

(with comparative totals for the year ended September 30, 2017)

	Program Services	Management and General	Fundraising	2018 Total	2017 Total
Accounting fees	$ -	$ 14,200	$ -	$ 14,200	$ 14,000
Advertising	2,362	67	44	2,473	871
Depreciation	13,260	5,566	3,801	22,627	13,865
Dues and subscriptions	2,106	2,747	1,876	6,729	8,771
Employee benefits	88,545	17,684	22,547	128,776	141,513
Food	1,332,308	-	-	1,332,308	1,199,933
Insurance	29,726	4,089	1,264	35,079	42,106
Legal fees	-	5,464	-	5,464	10,346
Other expenses	21,927	6,064	7,916	35,907	19,420
Occupancy	334,301	6,429	7,666	348,396	338,679
Office expenses	72,083	15,186	27,041	114,310	114,860
Payroll taxes	69,494	11,432	14,575	95,501	87,815
Professional fees	-	-	-	-	14,980
Retirement contributions	15,318	3,062	3,905	22,285	23,481
Salaries and wages	916,285	152,718	194,715	1,263,718	1,175,662
Staff development	566	-	-	566	5,245
Supplies	134,146	-	-	134,146	127,990
Travel	96,414	3,223	4,109	103,746	95,124
Total Functional Expenses	$ 3,128,841	$ 247,931	$ 289,459	$ 3,666,231	$ 3,434,661

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

ST. JOSEPH COMMUNITY SERVICES, INC.

Statement of Cash Flows

For the Year Ended September 30, 2018

(with comparative totals for the year ended September 30, 2017)

	2018	2017
Cash Flows From (For) Operating Activities:		
Change in net assets	$ 147,457	$ 143,424
Adjustments to reconcile change in net assets to net cash from operating activities:		
Unrealized gain on investments	(24,735)	(2,116)
Depreciation	22,627	13,865
Interest accrued on notes receivable	(1,579)	-
(Increase) decrease in:		
Accounts receivable	(837)	(95,418)
Promises to give	127,998	136,275
Other current assets	(5,125)	(2,029)
Increase (decrease) in:		
Accounts payable	(450)	4,781
Accrued expenses	(445)	21,467
Deferred revenue	13,484	-
Net Cash Provided By Operating Activities	278,395	220,249
Cash Flows From (For) Investing Activities:		
Purchase of fixed assets	(60,600)	(2,275)
Purchase of investments	(274,865)	(171,829)
Drawdowns on line of credit	48,480	-
Payments on line of credit	(48,480)	-
Disbursement of notes receivable	-	(50,000)
Net Cash Used By Investing Activities	(335,465)	(224,104)
Net Decrease in Cash and Cash Equivalents	(57,070)	(3,855)
Cash and Cash Equivalents, Beginning	1,283,433	1,287,288
Cash and Cash Equivalents, Ending	$ 1,226,363	$ 1,283,433

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

ST. JOSEPH COMMUNITY SERVICES, INC.

Notes to the Financial Statements

1. Organization

St. Joseph Community Services, Inc. (the Organization), is a nonprofit health and welfare organization. The Organization provides services to elderly and low-income individuals. The primary sources of revenue are federal and state grants and contracts, in addition to individual and outside contributions. Services are provided according to the following program categories:

Title III B - Provides health and welfare counseling, escort and transportation services, information, referral, recreational activities, nutritional education, and outreach services for the elderly.

Title III C - Provides congregate and home delivered meals for people over 60 years of age.

Title XX - Provides home delivered meals for people that meet income and disability requirements.

Other Programs - Revenues and expenses from various fundraising and non-program activities.

2. Summary of Significant Accounting Policies

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended September 30, 2017, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Statement of Activities.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended September 30, 2018, management has taken into account a variety of factors.

Property and Equipment

Property and equipment additions are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 40 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal year 2018.

Net Assets

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

Unrestricted Net Assets – Net assets available for use in general operations. Unrestricted board-designated net assets consist of net assets designated by the Board of Directors for specific purposes.

Temporarily Restricted Net Assets – Net assets subject to donor restrictions that may or will be met by expenditures or actions and/or the passage of

time. Contributions that are restricted by donors are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Permanently Restricted Net Assets – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

Accounting for Contributions

Contributions are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due and, therefore, are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-Kind Contributions

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the space is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use.

Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fund-raising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (*a*) the services create or enhance nonfinancial assets or (*b*) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

Grant Revenue

Grant revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Grant Guidance*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Advertising Costs

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

Functional Allocation of Expenses

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

General and administrative expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years.

Income Taxes

St. Joseph Community Services, Inc. has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal year 2018, the Organization was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

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

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash and money market accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates. Investments are made by diversified investment managers whose performance is monitored by the Finance Committee of the Board of Directors. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Finance Committee believes that investment policies and guidelines are prudent for the long-term welfare of the Organization.

Fair Value Measurements and Disclosures

Certain assets are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from

sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable.
- Recurring measurement of unconditional promises to give.
- Recurring measurement of investments (Note 3).
- Recurring measurement of notes receivable (Note 7).

The carrying amounts of cash and cash equivalents, receivables, other current assets, accounts payable, accrued expense, and deferred revenue approximate fair value due to the short-term nature of the items. The carrying amount of unconditional promises to give due in more than one year is based on the discounted net present value of the expected future cash receipts, and approximates fair value.

3. Investments

Investments consist of the following at September 30, 2018:

Investment Type	Fair Value	Level 1	Level 2
Mutual funds	$ 473,545	$ 473,545	$ -
Total	$ 473,545	$ 473,545	$ -

As discussed in Note 2 to these financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of the September 30, 2018. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

4. Accounts Receivable, Net

Accounts receivable are comprised of the following at September 30:

	2018	2017
State of New Hampshire	$ 257,627	$ 203,437
Other receivables	23,304	76,657
Total	$ 280,931	$ 280,094

5. Other Current Assets

Other current assets consist of the following at September 30:

	2018	2017
Prepaid insurance	$ 12,209	$ 10,721
Other prepaid expenses	9,052	5,415
Total	$ 21,261	$ 16,136

6. Property, Equipment, and Depreciation

A summary of the components of property and equipment is presented below:

	2018	2017
Building	$ 316,051	$ 316,051
Furniture and equipment	117,497	117,497
Vehicles	60,600	71,990
Subtotal	494,148	505,538
Less: accumulated depreciation	(343,242)	(392,605)
Total	$ 150,906	$ 112,933

7. Note Receivable

On May 12, 2017, the Organization entered into an agreement with New Hampshire Community Loan Fund, Inc. (the Fund) wherein $50,000 was loaned to the fund. The loan is a five-year note bearing interest at 3% per annum, compounded annually. The note is due on May 31, 2022 and requires interest only payments until payment in full. As discussed in Note 2 to these financial statements, the note is categorized as Level 3 for investments measured using inputs that are unobservable.

Beginning of year	$ 50,000
Interest accrued	1,579
Repayment received	-
End of year	$ 51,579

8. Accrued Expenses

Accrued expenses consist of the following at September 30:

	2018	2017
Accrued payroll and related expenses	$ 27,944	$ 26,909
Accrued compensated absences	64,962	55,919
Other accrued expenses	-	10,523
Total	$ 92,906	$ 93,351

9. Line of Credit

At September 30, 2018, the Organization had a $250,000, unsecured revolving line of credit with a bank. Borrowings under the line are payable on demand and bear interest at the bank's prime rate. The agreement requires compli-

ance with certain financial and non-financial covenants. There was no balance due under this note at September 30, 2018.

10. Board Designated Net Assets

On September 22, 1982, the Board of Directors voted to designate two specific purpose funds. These funds cannot be used without the approval of the Board of Directors. The following schedule summarizes the Organization's board designated funds for the fiscal year ended:

	2018	2017
Replacement of assets for	$ 45,403	$ 49,953
Capital reserve for expenditures for major assets	48,584	48,584
Reinstatement Project	20,000	20,000
Total	$ 113,987	$ 118,537

11. Temporarily Restricted Net Assets

Temporarily restricted net assets at September 30 consist of:

	2018	2017
Time restrictions	$ 10,000	$ 10,000
Reinstatement Project	-	88,360
Total	$ 10,000	$ 98,360

12. Net Assets Released from Restriction

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose or by the passage of time.

13. Transactions with Related Parties

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Directors. The attorney board member does not personally perform the legal services. For the years ended September 30, 2018 and 2017, the total legal expense incurred was $5,430 and $7,746, respectively. There were no amounts owed by the Organization for legal services at September 30, 2018 and 2017.

The Organization purchases insurance through an insurance broker that has a principal who serves on the Organization's Board of Directors. The principal

board member does not personally benefit from the relationship with the Organization. There were no expenses paid to this insurance broker for the year ended September 30, 2018.

14. Retirement Plans

During the year ended September 30, 2018, the Organization sponsored several defined contribution retirement plans covering all full-time employees. The Organization contributed $22,285 and $23,481 to the plans for the years ended September 30, 2018 and 2017, respectively.

15. Operating Leases

The Organization leases office space and other facilities on a month-to-month basis. Rent expense, including certain required fees, totaled approximately $53,000 and $53,000 for the years ended September 30, 2018 and 2017, respectively.

16. Concentrations of Risk

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended September 30, 2018 and 2017, the Bureau of Elderly and Adult Services accounted for 67% and 66%, respectively, of total revenues.

The Organization, by contract, relies 100% on one vendor to provide food services required to carry out the purpose of the Organization.

17. In-kind Contributions

In-kind contributions totaling approximately $259,000 and $256,000 in fiscal years 2018 and 2017, respectively, consist primarily of donated rent at estimated fair market value. The value of donated volunteer services that did not meet the criteria for recognition in the financial statements are estimated at $505,500 for fiscal year 2018.

18. Subsequent Events

Subsequent events have been evaluated through December 18, 2018, which is the date the financial statements were available to be issued.

St. Joseph Community Services, Inc.
Board of Directors 2018-2019

Daniel Abbis, D.O., **Secretary** *(Dartmouth-Hitchcock)*	Carolyn Oguda *(Senior Material Management Specialist, Shire LTP)*
Peter Albert, **Treasurer** *(Deputy Sheriff, Hillsborough County Sheriff's Department)*	Gilbert Oriol *(Business Intermediary, NH Business Sales)*
Meghan Brady *(President, St. Joseph Community Services)*	Lori Piper *(Senior Vice President, Enterprise Bank)*
Jordan Brammer *(Financial Planner, Citizen's Bank)*	Richard J. Plamondon *(Vice President, Finance CFO, St. Joseph Hospital)*
Sharon Goldsmith *(Sales Executive, Health Plan, Inc.)*	Jim Scammon, **Vice Chairman** *(Executive Vice President, Granite Group Benefits)*
James P. Harris (J.P.), **Chairman** *(Shareholder, Sheehan Phinney Bass Green, P.A.)*	Roger Dionne, M.D *(Director Emeritus)*
Matthew Mercier *(President and Founder, Acapella Technologies)*	

MEGHAN BRADY, CP

[redacted]
Email: mbrady@sjcsinc.org

[redacted]
(O) 603-424-9967

EXPERIENCE:

ST. JOSEPH COMMUNITY SERVICES, INC. *7/95 to present*

President

Manage nutrition, transportation and support programs meeting the needs of 3,000 elderly and disabled residents of Hillsborough County, NH. Administer a $3.7 million budget, operating within both agency goals and guidelines and those set by federal and state funding sources. Prepare and defend proposals to United Ways, service organizations, and municipalities. Develop other funding sources to meet need not covered by limited state and federal dollars. Over 23 years, raised an additional $5.5 million through donor development, writing grants and initiating and managing fundraisers.

Oversee contracts and bid construction for agency's million-dollar food contract. Responsible for 77 employees and 21 nutrition sites. Represent agency in community via public speaking engagements and testimony before legislators, describing needs of elderly and disabled adults. Oversee coordination of volunteer program, with 500 volunteers; this program saves $500,000 a year. In 2007, became certified in Logic Model Design for Outcome Measurement and Program Improvement. In 2011, agency became accredited at Exemplary Level through Meals on Wheels America (MOWA), a national association for Meals on Wheels providers.

Chairman of the New Hampshire Coalition of Aging Services. *8/2018 to present*

HOME HEALTH & HOSPICE CARE

Director of Supportive Care *3/93-6/95*

Reported to the President/CEO as the director of one of three clinical divisions. Administered $437,000 in government grants providing a variety of services to 500 elderly clients in the greater Nashua area. Prepared and administered a total budget of $1.3 million. Raised funds through grant research and direct involvement with agency fundraising events. Responsible for 6 supervisors and 115 employees. Duties involved direct interaction with the agency board of directors. Promoted public advancement of programs and agency. Represented the agency through extensive community involvement. Obtained an outstanding rating for the Supportive Care Division from the first Joint Commission on Accreditation of Healthcare Organizations (JCAHCO) evaluation performed at the agency.

BANK OF IRELAND FIRST HOLDING, INC. *12/86-1/93*

First NH Investment Services

Assistant Trust Officer *10/91 to 1/93*

Responsible for the administration of both personal and endowment accounts. Served as the customer's main contact and coordinated involvement of investment, operations and tax areas. Served as chairperson of the Administrative Officer Committee, the purpose of which was to design training materials for the administrative area and oversee implementation. Responsible for the internal training of employees in related affiliates in the investment company's services and products.

Business Development Officer *6/88 to 10/91*
Drafted proposals and organized and led new business presentations. Averaged $7 million a year in new business working in a geographic area that previously had no representation.

First NH Bank
Senior Personal Banker *12/86 to 6/88*
Responsible for training and managing Personal Bankers and Customer Service Representatives to actively cross sell the bank's financial services. Counseled customers in financial matters relating to retail accounts, investment vehicles, consumer loans and commercial accounts. Consistently exceeded cross sell goals. Assisted senior management in hiring and performance appraisals. Generated new business leads and promoted bank visibility through attendance at various community functions.

EDUCATION:

Paralegal Certificate Program.
New Hampshire Technical Institute, Concord, NH
Valedictorian. Graduated 2007. Passed National Certification Test in May 2008.
Logic Model Design for Outcome Measurement & Program Improvement.
Southern New Hampshire University: School of Economic Development
Training Certificate. April 2007.
Masters of Business Administration
University of Massachusetts, Amherst, MA
Concentration: Marketing. Graduated 1982
Bachelor of Arts
University of Massachusetts, Amherst, MA
Major: Spanish - one year study abroad. Graduated 1980.

COMMUNITY SERVICE:

Paralegal Association of New Hampshire, 2008 to Present:
Board of Directors, 2009 to Present
State of New Hampshire Conference on Aging
Co-Chair for 2005 Conference
Nashua Rotary West, 1991 to Present:
Board of Directors, 1993-1995; 2009-2011
Paul Harris Fellow, 1992
Initiated Mother Child Literacy Program through State of NH Women's Prison in Goffstown.
Leadership NH, Class of 1997
New Hampshire Coalition of Aging Services, 1995 to present
Treasurer, 2001-2003
Secretary, 2004-2008; 2016-2018
President, 2018
Agency Liaison to Heritage United Way Board of Directors, 1998 – 2000
Greater Nashua Chamber of Commerce: 1989-1992
Committees: Program 1989-1991
Outlook 1989 – Co-chair
Outlook 1990 – Chair
Tri-City Business after Hours – 1990
Volunteer
Donate time to, and assist with fundraising for, numerous community non-profit organizations.

CHERYL LINDNER

[redacted]

LEADERSHIP | ENTREPRENEUR | COMMUNITY DEVELOPMENT

As a proven leader in our company, I have grown sales by 50%, managed a staff of more than 100 by revising training and employee incentives, and created a budget of 1.5M annually since 2015. My rate of retention for clients is 95% with a 100% rate of bringing back former clients. I was brought into the organization 4 seasons ago to devise a strategic plan for the team that would promote growth and provide accurate accounting of team finances. The franchise has grown year over year financially since I have joined the company.

SKILLS SUMMARY

- Financial Management
- Event Planning
- Fundraising/Grant Writing
- Volunteer/Intern/Staff Management
- Sales/Marketing
- Community Relations

PROFESSIONAL EXPERIENCE

Nashua Silver Knights, Nashua, NH
Assistant General Manager and Community Relations Director **March 2014 – Present**

- Manage all financial aspects of the company to include; budgeting, strategic planning, as well human resources and staff recruitment. Recruit and manage 100 seasonal, part-time employees
- Revised and upgraded fan experience throughout the ballpark which achieved an 85% approval rating.
- Developed successful partnerships with non-profits, which enabled them to surpass their goals (food pantries increased food collections by 150% over the last 2 years)
- Initiated a signature community reading program with HS Seniors and Senior Living Residents (2017)
- Engaged area Chambers of Commerce in hosting collaborative networking events
- Leveraged the ballpark brand in the community with mascot and player appearances increasing by 50% over 2016.
- Systemized all fundraising plans for nonprofits including the United Way of Greater Nashua

Highlight: Celebrating Holman Stadium as the First Integrated Ballpark in the United States.

- Spearheaded a campaign to showcase the historical value of the stadium and the accomplishments of Don Newcomb and Roy Campanula. By collaborating with businesses, community leaders and the City Arts Nashua and Art Commissions, and financing the effort through donations and grants, the campaign culminated in a banner presentation and major press event for the stadium and city of Nashua.

Great American Downtown **January 2016-Present**
President of the Board of Directors
Engaging community and corporate support of businesses in Downtown Nashua to promote and grow a more vibrant economy with culturally enriching opportunities for residents

- Provide financial oversight of the organization and recruit qualified board members
  - revenue and sponsorships by 30% for the Holiday Stroll event
  - Increased ticket sales by 15% for the Taste of Downtown event

Dancer's Loft Owner/Partnership and CEO **July 2007 – May 2012**

- Responsible for all financial aspects of a small business to include costume design and production planning
- Grew student base by 40%
- Merchandise and inventory control
- Conducted all day to day operations of the business as necessary
- Revenue Generating Performance Bookings – created programs and ticket templates, coordinated concessions and souvenirs, reserving venues, recruiting volunteers for performance
- Representative for the studio in all networking and community opportunities
- Scheduled benefit performances
- Created and sold advertising and sponsorship packages to other local businesses with a 90% close rate

COMMUNITY ENGAGEMENT

Merrimack Chamber of Commerce
Member of Board of Directors (2017-)
Scholarship Gala Committee member (2016)
Excellence Awards Committee member (2016-)

Nashua Chamber of Commerce (2016-)
Ambassador and Mentor

Nashua North Titans Music Association
Former fundraising chairperson (2012-2016)

Granite State Independent Living
IMPACCT Academy Advisory Committee member (2017-)

Habitat for Humanity
Fundraising Committee for Women's Build Week for (2017-)

Awards won and nominations:
2016 Small Business of the Year for the Nashua Silver Knights from the Nashua Chamber of Commerce
2017 Finalist for Business Leader of the Year from the Merrimack Chamber of Commerce
2017 Small Business of the Year for Great American Downtown from Nashua Chamber and One Greater Nashua

ADDITIONAL EXPERIENCE / EDUCATION

Substitute Teacher and Paraprofessional for Nashua School District **Sep 2005 – Jun 2007**
ADS Management, Andover, MA–G/L Accountant, Nursing Home Liaison **May 1995 – Aug 1997**
Fireye, Inc., Derry, NH – HR assistant and Accounting Representative **Sep 1993 – May 1995**

Boston University, Boston, MA
Bachelor of Arts in Psychology, May 1993
Southern New Hampshire University, Nashua, NH
MBA classes from 1996-1998.

Guest speaker and presenter for non-profit events: (2015-2017)
Milford Rotary, Merrimack Chamber of Commerce, Nashua Chamber of Commerce, Nashua Rotary, Futures Collegiate Baseball League and Sports Management classes at Rivier University

Robert W. Fusco

SUMMARY:

- Accomplished executive with extensive experience leading a multi-faceted Finance organization
- Core competencies include Internal and External Reporting, Treasury, Operational Accounting, FP&A, M&A, and special projects
- Proven leader with track record of building strong and effective teams

EXPERIENCE:

October 2016 – Present

St. Joseph Community Services, Inc. (Meals on Wheels) **Merrimack, NH**

Director of Finance
Responsible for oversight of Finance and Human Resources for this non-profit agency dedicated to assisting the senior citizens of Hillsborough County.

February – June 2016

Taymax Acquisition Group – Planet Fitness Franchisee **Salem, NH**

Independent Consultant

- Completed Year-end Financial Statements and Audit Coordination
- Developed Accounting and Finance Policy and Procedures
- Migrated Fixed Asset Accounting from Excel to NetSuite ERP
- Implemented EFT Vendor Payment and AR within NetSuite

2014 – 2016

Orchard Brands **Middleton, MA**
Direct marketing and E-commerce retailer with revenue of $1.1 billion

Vice President and Corporate Controller

- Responsibility for Control, Reporting, Tax, Financial Systems and oversight of the five Brand CFO's
- Integral member of the team that ultimately effected the sale of the Company
  - Handled all quality of earnings / due diligence related to the sale
- Drove the implementation of the financial reporting system (IBM Cognos TM1)
- Reorganized financial accounting team, realizing a three-day reduction in the monthly close and one-month reduction to the year-end process while reducing headcount

1995 to 2014

Brookstone Company, Inc. **Merrimack, NH**
Multi-channel specialty retailer of innovative products with revenues in excess of $500 million.

Summary of Key Accomplishments

- Successfully recommended, selected, and transitioned external accounting firm resulting in a 3-year savings in excess of $1 million
- Selected and negotiated credit card processor arrangement significantly reducing costs in excess of $250,000

- Negotiated, selected and implemented private label credit card program to drive revenues
- In tandem with the CFO, negotiated new line of credit providing required liquidity at reduced costs
- Selected and oversaw implementation of Lawson financial system, resulting in improved closing cycle and ad hoc reporting
- Selected and oversaw implementation of Peruse Lease accounting software, which substantially reduced lease accounting efforts

- Reengineered finance department resulting in staff reduction of approximately 20%
- Migrated the Company to paperless payroll resulting in reduced processing costs
- Consistently received an unqualified audit opinion for the Company
- Negotiated and transitioned Company's protection plan program (extended warranty) increasing programs profitability
- Completed registration statement (S-4) for the Company's Bonds as required at issuance
- Implemented the process to bring the Company compliant under Section 404 of the Sarbanes Oxley Act of 2002, resulting in an unqualified opinion.

Operational Vice President – Finance 2011 to 2014

Responsible for all Controller functions, including Treasury and Financial / Merchandising Planning and Analysis.

- Drive the Company's financial / strategic planning processes
- Ensure compliance with GAPP, SEC and SOX 404
- Manage external and internal audit firm relationships
- Manage banking relationships and bank compliance audits
- Oversee the Company's Treasury functions ensuring capital requirements are maintained
- Manage / review all financial contracts

Controller 2001 to 2010

Responsible for all control functions including, Financial Reporting, Accounts Receivable, Accounts Payable, Payroll, Sales Audit, Inventory Control, Treasury Services, Lease Accounting and Investor Relations.

- Oversee the preparation of the Company's financial statements and annual financial statement audit, including all SEC regulatory filings
- Coordinate Investor Relations – press releases, quarterly conference calls, Analyst presentations etc.
- Implemented debit card acceptance program and negotiated improved discount rates on credit card processing generating savings in excess of $150,000 annually

Assistant Controller 1995 to 2000

Management responsibilities for Financial Reporting, Payroll, Strategic and Seasonal Planning, Investor Relations, Treasury Services and Inventory Control areas.

- Preparation and review with management of monthly financial statements
- Preparation of financial reporting to the Board of Directors
- Coordination of the Strategic and Seasonal plan processes
- Financial review of store expansion program
- Coordination of the annual Audit
- Prepare and file all SEC regulatory filings – 10Q, 10K, Annual Report to shareholders

1978 to 1995

GROSSMAN'S INC. **Braintree, MA**

Multi-location retailer of lumber and building materials with revenues in excess of $800 million.

EASTERN DIVISION OF GROSSMAN'S INC.

Assistant Controller 1994 to 1995

Responsible for the oversight of three key financial areas of the division, Merchandise Accounting, Merchandise Planning and Internal Audit.

- Reporting and analyzing the Company's gross profit performance
- Forecasting and reporting weekly Open-to-Buy
- Coordinate the seasonal Merchandise Plan process
- Develop maintain and test internal controls

Director of Financial Planning and Analysis 1993 to 1994

Manage a staff of three in the area of planning and analysis for this $600+ million division.

- Prepare monthly analysis of operating results to plan
- Coordinate and prepare annual financial budget
- Prepare long range plan including capital requirements and cash flow
- Evaluate store performance and recommend store openings, relocations, and closings

Division Controller – Mr. 2nd's Bargain Outlet Store Group 1992 to 1993

Short-term assignment to establish systems and controls to position this 20-store division for growth.

GROSSMAN'S INC. – CORPORATE 1985 to 1992

Assistant Corporate Controller

Reporting to the Vice President Corporate Controller, responsibilities included Short and Long-Range Planning, Cash Forecasting, Capital Budgeting, Financial Reporting, Merchandise Planning/ Analysis, Fixed Asset Accounting and special analysis for senior management and the Board of Directors, including participation in the Company IPO.

Assigned the overall responsibility for coordination of the Evans Products/ Grossman's Inc. Chapter 11 Federal Bankruptcy proceedings. Involved various filings with the bankruptcy court, negotiation and settlement of disputed claims, interaction with creditors and legal counsel, and coordination of over 17,000 claims

EASTERN DIVISION OF GROSSMAN'S INC. 1978 to 1984

Various Staff and Management Positions

Management roles included:

- Manager of Financial Planning and Analysis
- Assistant Controller for Accounts Receivable, General Ledger, Financial Planning, Payroll and Cash and Sales

Held positions of increasing responsibility including staff experience in:

- Margin Reporting
- Inventory Planning / Control
- Financial Planning and Analysis

EDUCATION:

UNIVERSITY OF MASSACHUSETTS – Lowell 1978

Bachelor of Science, Accounting

Elida Gagne
[redacted]

COMPUTER SKILLS: Salesforce, Serve Tracker, Microsoft Office: Word, Excel, PowerPoint, Outlook

WORK EXPERIENCE

St. Joseph Community Services, Inc., Merrimack, NH
Program Outreach Manager- March 2016- Present

- Oversee volunteer recruitment, training, retention, and record keeping
- Responsible for volunteer trainings and events
- Assist in the recruitment, interviewing, and hiring of site personnel
- Manage, process, and monitor Medicaid paperwork for the Choices for Independence Program (CFI)
- Coordinate and facilitate Project Council events
- Assist with recording and distribution of daily, weekly, monthly and quarterly paperwork
- Assist with updating and maintaining Site Reference Manual, and other related procedures
- Actively participate as a member of SCJS Join Loss Management Committee

St. Joseph Community Services, Inc., Merrimack, NH
Assistant Program Manager- August 2014- March 2016

- Responsible for assisting the Program Department in the day-to-day operations of the nutrition sites
- Help to monitor and audit all aspects of site administration including, intake completion and submission, food safety, food quality, etc.
- Assist in the handling of daily, weekly, monthly, and quarterly paperwork for the Program Department
- Collaborate as a team player to manage varying tasks depending on need

Big Brothers Big Sisters of Greater Manchester
Events Intern- May 2014-August 2014

- Assist with the planning and implementation of major fundraising events: Mini Golf Tournament
- Contact potential sponsors/donors- phone, email, in person meetings/Track sponsors and donors
- Assist in the creation of press releases for events, email blitz, other advertisement

Electric Insurance Company, Beverly, MA
Personal Lines Underwriter/ April 2013 – May 2014

- Diligently analyze and make decisions on underwriting referrals from New Business and Customer Service – phone, email and service desk support tickets
- Accountable for consistently monitoring the profitability of several states
- Review and take necessary action on claims risk alerts
- Generate non-renewal and conditional renewal notices in conjunction with state statutes

Electric Insurance Company, Beverly, MA
Agency Services Specialist/ September 2010 - April 2013/ New Policy Sales Consultant/ June 2009 - September 2010

- Support agents over the phone- product awareness, new business, customer services, underwriting
- **Marketing Representative-** the "go-to" person for the agency partners located in the state of Connecticut. Involved travel and relationship building/managing
- Co-Managed the Bookroll Process- quoting and converting business from other insurance carriers

EDUCATION

Institute For Nonprofit Management And Leadership, Core Certificate Program, May 2016
Providence College, 2009/ Bachelor of Science – Marketing

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Meghan Brady	President	92,892	70%	65,024
Cheryl Lindner	Vice President	82,397	70%	57,678
Robert Fusco	Director of Finance	54,615	70%	38,231
Elida Gagne	Program Manager	54,588	70%	38,212

23 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301-3587
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 2, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $8,597,592 from $17,667,902 to an amount not to exceed $26,265,494 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, **retroactive** to July 1, 2017 effective upon Governor and Executive Council. The original agreements were approved by Governor and Executive Council on December 21, 2016 (Item # 15) and the contract with Rockingham Nutrition Meals on Wheels was amended on June 7, 2017 (Item #13). 43% General Funds/ 57% Federal Funds.

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757	$1,491,912	$4,557,669
Community Action Partnership of Strafford County	177200	Dover	$69,513	$33,780	$103,293
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629	$91,665	$280,294
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814	$1,151,539	$3,518,353
Greater Wakefield Resource Center	158408	Union	$30,800	$14,992	$45,792
Lamprey Health Care	177677	Newmarket	$118,560	$57,579	$176,139
Newport Senior Center	177250	Newport	$1,272,754	$619,398	$1,892,152
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279	$363,251	$1,109,530

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064	$1,396,238	$4,265,302
Southwestern Community Services	177511	Keene	$117,031	$56,890	$173,921
St Joseph Community Services	155093	Merrimack	$2,999,190	$1,459,761	$4,458,951
Strafford Nutrition MOW	260818	Somersworth	$774,098	$376,787	$1,150,885
The Gibson Center for Senior Services	155344	North Conway	$506,402	$246,440	$752,842
Tri-County Community Action Program	177195	Berlin	$1,403,957	$683,006	$2,086,963
VNA at HCS	177274	Keene, NH	$1,139,054	$554,354	$1,693,408
		Total:	**$17,667,902**	**$8,597,592**	**$26,265,494**

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated in each year of the biennium (State Fiscal Years 2018 and 2019) a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services in HB144. The Department is amending the contracts to increase the per meal and per client per date transportation rates. The purpose of this request is to increase the price limitation and extend the completion date in order for the vendors to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will

prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services.

These contracts were selected through a competitive bid process. Sixteen (16) agreements were originally approved by the Governor and Executive Council, one (1) of which (City of Nashua) will be put before the Governor and Executive Council at a later date.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement includes the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for nine (9) months, leaving an additional one (1) year and three (3) months of renewal.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates paid for Nutrition and Transportation Services, and its inclusion of funding in the current biennium to support these increases will be unfulfilled.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,

Christine L. Santaniello
Director

Approved by:

Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,614.60		$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50		$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50		$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20	$12,514.04	$261,743.24
541-500383	Meals - Congregate	2018	$327,189.50	$16,656.92	$343,846.42
544-500386	Meals - Home Delivered	2018	$669,515.00	$34,084.40	$703,599.40
512-500352	Transportation of Clients	2019	$62,307.30	$199,435.94	$261,743.24
541-500383	Meals - Congregate	2019	$81,796.00	$262,050.42	$343,846.42
544-500386	Meals - Home Delivered	2019	$167,381.50	$536,217.90	$703,599.40
		Subtotal	***$2,180,388.10***	***$1,060,959.62***	***$3,241,347.72***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,893.80		$53,893.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$107,787.60	$5,412.12	$113,199.72
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$26,946.90	$86,252.82	$113,199.72
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,845.40		$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00		$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50		$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10	$1,288.77	$26,955.87
541-500383	Meals - Congregate	2018	$93,500.00	$4,760.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$130,795.50	$6,658.68	$137,454.18
512-500352	Transportation of Clients	2019	$6,422.70	$20,533.17	$26,955.87
541-500383	Meals - Congregate	2019	$23,375.00	$74,885.00	$98,260.00
544-500386	Meals - Home Delivered	2019	$32,697.50	$104,756.68	$137,454.18
		Subtotal	***$437,453.70***	***$212,882.30***	***$650,336.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,129.90		$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50		$187,621.50
544-500386	Meals - Home Delivered	2017	$161,073.00		$161,073.00
512-500352	Transportation of Clients	2018	$366,236.10	$18,389.07	$384,625.17
541-500383	Meals - Congregate	2018	$375,243.00	$19,103.28	$394,346.28
544-500386	Meals - Home Delivered	2018	$322,146.00	$16,400.16	$338,546.16
512-500352	Transportation of Clients	2019	$91,553.10	$293,072.07	$384,625.17
541-500383	Meals - Congregate	2019	$93,813.50	$300,532.78	$394,346.28
544-500386	Meals - Home Delivered	2019	$80,536.50	$258,009.66	$338,546.16
		Subtotal	***$1,861,352.60***	***$905,507.02***	***$2,766,859.62***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			
541-500383	Meals - Congregate	2017	$8,800.00		$8,800.00
544-500386	Meals - Home Delivered	2017			
512-500352	Transportation of Clients	2018			
541-500383	Meals - Congregate	2018	$17,600.00	$896.00	$18,496.00
544-500386	Meals - Home Delivered	2018			
512-500352	Transportation of Clients	2019			
541-500383	Meals - Congregate	2019	$4,400.00	$14,096.00	$18,496.00
544-500386	Meals - Home Delivered	2019			
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,872.80		$33,872.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$67,745.60	$3,387.28	$71,132.88
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,941.60	$54,191.28	$71,132.88
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.80		$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00		$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50		$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60	$3,888.92	$81,340.52
541-500383	Meals - Congregate	2018	$160,726.50	$8,182.44	$168,908.94
544-500386	Meals - Home Delivered	2018	$249,909.00	$12,722.64	$262,631.64
512-500352	Transportation of Clients	2019	$19,362.90	$61,977.62	$81,340.52
541-500383	Meals - Congregate	2019	$40,183.00	$128,725.94	$168,908.94
544-500386	Meals - Home Delivered	2019	$62,480.00	$200,151.64	$262,631.64
		Subtotal	***$854,159.30***	***$415,649.20***	***$1,269,808.50***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$62,777.00		$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50		$71,857.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$125,554.00	$6,391.84	$131,945.84
544-500386	Meals - Home Delivered	2018	$143,715.00	$7,316.40	$151,031.40
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$31,388.50	$100,557.34	$131,945.84
544-500386	Meals - Home Delivered	2019	$35,931.50	$115,099.90	$151,031.40
		Subtotal	***$471,223.50***	***$229,365.48***	***$700,588.98***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,844.00		$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00		$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00		$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60	$9,104.25	$190,781.85
541-500383	Meals - Congregate	2018	$247,500.00	$12,600.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$663,674.00	$33,787.04	$697,461.04
512-500352	Transportation of Clients	2019	$45,416.80	$145,365.05	$190,781.85
541-500383	Meals - Congregate	2019	$61,875.00	$198,225.00	$260,100.00
544-500386	Meals - Home Delivered	2019	$165,918.50	$531,542.54	$697,461.04
		Subtotal	***$1,912,492.90***	***$930,623.88***	***$2,843,116.78***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,001.60		$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50		$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00		$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80	$2,499.64	$52,492.44
541-500383	Meals - Congregate	2018	$317,075.00	($116,798.00)	$200,277.00
544-500386	Meals - Home Delivered	2018	$981,794.00	$182,922.24	$1,164,716.24
512-500352	Transportation of Clients	2019	$12,500.80	$39,991.64	$52,492.44
541-500383	Meals - Congregate	2019	$79,271.50	$121,005.50	$200,277.00
544-500386	Meals - Home Delivered	2019	$245,448.50	$919,267.74	$1,164,716.24
		Subtotal	***$2,360,518.70***	***$1,148,888.76***	***$3,509,407.46***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,440.70		$33,440.70
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$66,881.40	$3,358.18	$70,239.58
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,708.50	$53,531.08	$70,239.58
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,860.60		$19,860.60
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$39,721.20	$1,994.44	$41,715.64
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$9,930.30	$31,785.34	$41,715.64
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$27,973.00		$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50		$129,233.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$55,940.50	$2,847.88	$58,788.38
544-500386	Meals - Home Delivered	2018	$258,467.00	$13,158.32	$271,625.32
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$13,986.50	$44,801.88	$58,788.38
544-500386	Meals - Home Delivered	2019	$64,619.50	$207,005.82	$271,625.32
		Subtotal	***$550,220.00***	***$267,813.90***	***$818,033.90***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00		$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00		$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00		$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00	$10,249.00	$215,229.00
541-500383	Meals - Congregate	2018	$155,732.50	$7,928.20	$163,660.70
544-500386	Meals - Home Delivered	2018	$305,140.00	$15,534.40	$320,674.40
512-500352	Transportation of Clients	2019	$51,245.00	$163,984.00	$215,229.00
541-500383	Meals - Congregate	2019	$38,934.50	$124,726.20	$163,660.70
544-500386	Meals - Home Delivered	2019	$76,285.00	$244,389.40	$320,674.40
		Subtotal	***$1,165,246.00***	***$566,811.20***	***$1,732,057.20***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.10		$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50		$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00		$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50	$2,909.55	$60,856.05
541-500383	Meals - Congregate	2018	$146,547.50	$7,460.60	$154,008.10
544-500386	Meals - Home Delivered	2018	$237,484.50	$12,090.12	$249,574.62
512-500352	Transportation of Clients	2019	$14,480.70	$46,375.35	$60,856.05
541-500383	Meals - Congregate	2019	$36,635.50	$117,372.60	$154,008.10
544-500386	Meals - Home Delivered	2019	$59,372.50	$190,202.12	$249,574.62
		Subtotal	***$773,473.80***	***$376,410.34***	***$1,149,884.14***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
		Subtotal	***$13,091,059.60***	***$6,369,816.24***	***$19,460,875.84***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50		$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00	$25,756.08	$531,679.08
544-500386	Meals Home Delivered	2019	$126,483.50	$405,195.58	$531,679.08
		Subtotal	***$885,368.00***	***$430,951.66***	***$1,316,319.66***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00		$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50	$2,005.64	$41,402.14
544-500386	Meals Home Delivered	2019	$9,850.50	$31,551.64	$41,402.14
		Subtotal	***$68,948.00***	***$33,557.28***	***$102,505.28***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00		$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50	$14,704.20	$303,536.70
544-500386	Meals Home Delivered	2019	$72,209.50	$231,327.20	$303,536.70
		Subtotal	***$505,461.00***	***$246,031.40***	***$751,492.40***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50		$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00	$12,177.20	$251,372.20
544-500386	Meals Home Delivered	2019	$59,801.50	$191,570.70	$251,372.20
		Subtotal	***$418,594.00***	***$203,747.90***	***$622,341.90***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50		$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50	$8,001.56	$165,175.06
544-500386	Meals Home Delivered	2019	$39,292.00	$125,883.06	$165,175.06
		Subtotal	***$275,055.00***	***$133,884.62***	***$408,939.62***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00		$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00	$27,827.52	$574,439.52
544-500386	Meals Home Delivered	2019	$136,653.00	$437,786.52	$574,439.52
		Subtotal	***$956,571.00***	***$465,614.04***	***$1,422,185.04***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00		$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50	$18,579.40	$383,531.90
544-500386	Meals Home Delivered	2019	$91,239.50	$292,292.40	$383,531.90
		Subtotal	***$638,671.00***	***$310,871.80***	***$949,542.80***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00		$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00	$6,512.80	$134,442.80
544-500386	Meals Home Delivered	2019	$31,982.50	$102,460.30	$134,442.80
		Subtotal	***$223,877.50***	***$108,973.10***	***$332,850.60***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50		$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50	$6,944.28	$143,349.78
544-500386	Meals Home Delivered	2019	$34,100.00	$109,249.78	$143,349.78
		Subtotal	***$238,711.00***	***$116,194.06***	***$354,905.06***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50		$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00	$10,634.96	$219,535.96
544-500386	Meals Home Delivered	2019	$52,228.00	$167,307.96	$219,535.96
		Subtotal	***$365,579.50***	***$177,942.92***	***$543,522.42***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Subtotal	***$4,576,836.00***	***$2,227,768.78***	***$6,804,604.78***

Summary by Vendor by Year

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,931.10	$0.00	$875,931.10
		2018	$1,751,856.70	$89,011.44	$1,840,868.14
		2019	$437,968.30	$1,402,899.84	$1,840,868.14
		Subtotal	***$3,065,756.10***	***$1,491,911.28***	***$4,557,667.38***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,893.80	$0.00	$53,893.80
		2018	$107,787.60	$5,412.12	$113,199.72
		2019	$26,946.90	$86,252.82	$113,199.72
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,696.90	$0.00	$144,696.90
		2018	$289,359.10	$14,713.09	$304,072.19
		2019	$72,345.70	$231,726.49	$304,072.19
		Subtotal	***$506,401.70***	***$246,439.58***	***$752,841.28***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,243.40	$0.00	$676,243.40
		2018	$1,352,457.60	$68,596.71	$1,421,054.31
		2019	$338,112.60	$1,082,941.71	$1,421,054.31
		Subtotal	***$2,366,813.60***	***$1,151,538.42***	***$3,518,352.02***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$17,600.00	$896.00	$18,496.00
		2019	$4,400.00	$14,096.00	$18,496.00
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,872.80	$0.00	$33,872.80
		2018	$67,745.60	$3,387.28	$71,132.88
		2019	$16,941.60	$54,191.28	$71,132.88
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,643.80		$363,643.80
		2018	$727,282.10	$36,971.20	$764,253.30
		2019	$181,827.40	$582,425.90	$764,253.30
		Subtotal	***$1,272,753.30***	***$619,397.10***	***$1,892,150.40***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,224.00	$0.00	$213,224.00
		2018	$426,442.50	$21,709.80	$448,152.30
		2019	$106,612.00	$341,540.30	$448,152.30
		Subtotal	***$746,278.50***	***$363,250.10***	***$1,109,528.60***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,737.00	$0.00	$819,737.00
		2018	$1,639,463.60	$83,318.81	$1,722,782.41
		2019	$409,863.30	$1,312,919.11	$1,722,782.41
		Subtotal	***$2,869,063.90***	***$1,396,237.92***	***$4,265,301.82***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$856,915.10	$0.00	$856,915.10
		2018	$1,713,814.30	$87,203.28	$1,801,017.58
		2019	$428,460.30	$1,372,557.28	$1,801,017.58
		Subtotal	***$2,999,189.70***	***$1,459,760.56***	***$4,458,950.26***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,440.70	$0.00	$33,440.70
		2018	$66,881.40	$3,358.18	$70,239.58
		2019	$16,708.50	$53,531.08	$70,239.58
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,860.60	$0.00	$19,860.60
		2018	$39,721.20	$1,994.44	$41,715.64
		2019	$9,930.30	$31,785.34	$41,715.64
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,171.50	$0.00	$221,171.50
		2018	$442,337.50	$22,519.00	$464,856.50
		2019	$110,588.50	$354,268.00	$464,856.50
		Subtotal	***$774,097.50***	***$376,787.00***	***$1,150,884.50***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,134.50	$0.00	$401,134.50
		2018	$802,258.00	$40,655.88	$842,913.88
		2019	$200,564.50	$642,349.38	$842,913.88
		Subtotal	***$1,403,957.00***	***$683,005.26***	***$2,086,962.26***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,457.10	$0.00	$325,457.10
		2018	$650,879.50	$33,095.23	$683,974.73
		2019	$162,716.70	$521,258.03	$683,974.73
		Subtotal	***$1,139,053.30***	***$554,353.26***	***$1,693,406.56***

Summary for All Vendors by Year

		SFY	Current Budget	(Decrease)	Modified Budget
		2017	$5,048,022.30	$0.00	$5,048,022.30
		2018	$10,095,886.70	$512,842.46	$10,608,729.16
		2019	$2,523,986.60	$8,084,742.56	$10,608,729.16
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
7872-541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
7872-512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
7872-541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
7872-512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
7872-541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
9255-544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
9255-544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
9255-544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

7872-512-500352	Transportation of Clients	all	$2,616,837.60	$1,271,490.62	$3,888,328.22
7872-541-500383	Meals - Congregate	all	$3,539,585.50	$1,457,007.82	$4,996,593.32
7872-544-500386	Meals - Home Delivered	all	$6,934,636.50	$3,641,317.80	$10,575,954.30
9255-544-500386	Meals Home Delivered	all	$4,576,836.00	$2,227,768.78	$6,804,604.78
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Grand Total SFY17	2017	**$5,048,022.30**	**$0.00**	**$5,048,022.30**
Grand Total SFY18	2018	**$10,095,886.70**	**$512,842.46**	**$10,608,729.16**
Grand Total SFY19	2019	**$2,523,986.60**	**$8,084,742.56**	**$10,608,729.16**
Total Contract		**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated this 2nd day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and St. Joseph Community Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 395 Daniel Webster Highway, Merrimack, NH 03054.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service rates, extend the completion date, and increase the price limitation;

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

1. Amend General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. Amend General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $1,459,761 from $2,999,190 to read $4,458,951.
3. Amend General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Delete Exhibit B-1, Rate Sheet in its entirety and replace with Exhibit B-1 - Amendment #1, Rate Sheet.
6. Add Attachment A – Amendment #1, Attestation.

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

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

State of New Hampshire
Department of Health and Human Services

11/14/17
Date

Christine L. Santaniello
Director

St. Joseph Community Services, Inc.

11/9/2017
Date

Name: Meghan Brady
Title: President

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 11/9/2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Elida Gagne
Name and Title of Notary or Justice of the Peace

My Commission Expires: 10/29/2019

ELIDA GAGNE
MY COMMISSION EXPIRES OCT. 29, 2019
NOTARY PUBLIC
NEW HAMPSHIRE

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

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 - Amendment #1
Rate Sheet

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	33,178	$5.50	$ 182,479.00
Title IIIC HD Meals	Per Meal	92,254	$5.50	$ 507,397.00
Title IIIC Cong Meals	Per Meal	25,825	$5.50	$ 142,037.50
Title IIIB Transportation	PerClient/PerDay	2,404	$10.40	$ 25,001.60
			Subtotal	*$ 856,915.10*

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	66,355	$5.78	$ 383,531.90
Title IIIC HD Meals	Per Meal	201,508	$5.78	$ 1,164,716.24
Title IIIC Cong Meals	Per Meal	34,650	$5.78	$ 200,277.00
Title IIIB Transportation	PerClient/PerDay	4,807	$10.92	$ 52,492.44
			Subtotal	*$ 1,801,017.58*

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	66,355	$5.78	$ 383,531.90
Title IIIC HD Meals	Per Meal	201,508	$5.78	$ 1,164,716.24
Title IIIC Cong Meals	Per Meal	34,650	$5.78	$ 200,277.00
Title IIIB Transportation	PerClient/PerDay	4,807	$10.92	$ 52,492.44
			Subtotal	*$ 1,801,017.58*

Total	$ 4,458,950.26

Contractor Initials: MB
Date: 11/9/2017

Attachment A – Amendment #1

ATTESTATION

For Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit (per diem or per meal) rates or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the agency named below, I certify that the agency named below will use the increase in funding exclusively to increase service unit rates for the administration of the services listed on Exhibit B-1 - Amendment #1, Rate Sheet and that the state may request an audit of our records to confirm the same.

Meghan Brady, President; St. Joseph Community Services, Inc.

Name, Title, and Agency Name

Meghan Brady

Signature

11/9/2017

Date

15 mac

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

November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed $17,667,902 effective January 1, 2017, or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814
Greater Wakefield Resource Center	TBD	Union	$30,800
Lamprey Health Care	177677	Newmarket	$118,560
Newport Senior Center	177250	Newport	$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064
St Joseph Community Services	155093	Merrimack	$2,999,190
Strafford Nutrition MOW	260818	Somersworth	$774,098
Southwestern Community Services	TBD	Keene	$117,031
The Gibson Center for Senior Services	155344	North Conway	$506,402
Tri-County Community Action Program	TBD	Berlin	$1,403,957
VNA at HCS	177274	Keene, NH	$1,139,054
		Total:	**$17,667,902**

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide.

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

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

Nutrition and Transportation Services
RFA Name

RFA-2017-BEAS-06-NUTRI
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. CAP Belknap-Merrimack Counties, Inc.		150	150
2. CAP Strafford County		150	105
3. Easter Seals NH		150	142
4. Grafton County Senior Citizens Council, Inc.		150	150
5. Greater Wakefield Resource Center		150	105
6. Lamprey Health Care		150	150
7. Nashua Transit System		150	135
8. Newport Senior Center, Inc.		150	130
9. Ossipee Concerned Citizens, Inc.		150	125
10. Rockingham Nutrition Meals on Wheels		150	150
11. St. Joseph Community Services, Inc.		150	145

Reviewer Names

1. Tracey Tarr, Administrator II, Elderly & Adult Srvcs, DHHS
2. Jean Crouch, Supervisor VII, DEAS
3. Wendy Aultman, Administrator I DEAS
4.
5.
6.
7.
8.
9.

12.	Strafford Nutrition Meals on Wheels		150	135
13.	The Gibson Center for Senior Services, Inc		150	150
14.	Tri County CAP, Inc.		150	150
15.	VNA at HCS		150	130
16.	Southwestern Community Services		150	120
17.	0		150	0
18.	0		150	0
19.	0		150	0
20.	0		150	0

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20
541-500383	Meals - Congregate	2018	$327,189.50
544-500386	Meals - Home Delivered	2018	$669,515.00
512-500352	Transportation of Clients	2019	$62,307.30
541-500383	Meals - Congregate	2019	$81,796.00
544-500386	Meals - Home Delivered	2019	$167,381.50
		Subtotal	$2,180,388.10

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$53,893.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$107,787.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$12,845.40
541-500383	Meals - Congregate	2017	$48,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10
541-500383	Meals - Congregate	2018	$93,500.00
544-500386	Meals - Home Delivered	2018	$130,795.50
512-500352	Transportation of Clients	2019	$6,422.70
541-500383	Meals - Congregate	2019	$23,375.00
544-500386	Meals - Home Delivered	2019	$32,697.50
		Subtotal	$437,453.70

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	[illegible]
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	[illegible]
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$1,861,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$0.00
541-500383	Meals - Congregate	2017	$8,800.00
544-500386	Meals - Home Delivered	2017	$0.00
512-500352	Transportation of Clients	2018	$0.00
541-500383	Meals - Congregate	2018	$17,600.00
544-500386	Meals - Home Delivered	2018	$0.00
512-500352	Transportation of Clients	2019	$0.00
541-500383	Meals - Congregate	2019	$4,400.00
544-500386	Meals - Home Delivered	2019	$0.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$33,872.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$67,745.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,941.60
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$38,725.80
541-500383	Meals - Congregate	2017	$80,368.00
544-500386	Meals - Home Delivered	2017	$127,854.50
512-500352	Transportation of Clients	2018	$77,451.60
541-500383	Meals - Congregate	2018	$160,736.00
544-500386	Meals - Home Delivered	2018	$249,909.00
512-500352	Transportation of Clients	2019	$19,362.90
541-500383	Meals - Congregate	2019	$40,183.00
544-500386	Meals - Home Delivered	2019	$62,480.00
		Subtotal	$854,159.30

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$82,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$125,554.00
544-500386	Meals - Home Delivered	2018	$143,715.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$31,388.50
544-500386	Meals - Home Delivered	2019	$35,931.50
		Subtotal	$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60
541-500383	Meals - Congregate	2018	$247,500.00
544-500386	Meals - Home Delivered	2018	$663,674.00
512-500352	Transportation of Clients	2019	$45,416.80
541-500383	Meals - Congregate	2019	$61,875.00
544-500386	Meals - Home Delivered	2019	$165,918.50
		Subtotal	$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$25,001.60
541-500383	Meals - Congregate	2017	$155,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00
512-500352	Transportation of Clients	2018	$[illegible]
541-500383	Meals - Congregate	2018	$317,075.00
544-500386	Meals - Home Delivered	2018	$981,794.00
512-500352	Transportation of Clients	2019	$[illegible]
541-500383	Meals - Congregate	2019	$[illegible]
544-500386	Meals - Home Delivered	2019	$[illegible]
		Subtotal	$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$33,440.70
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$66,881.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,708.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$19,860.60
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$55,940.50
544-500386	Meals - Home Delivered	2018	$258,467.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$13,986.50
544-500386	Meals - Home Delivered	2019	$64,619.50
		Subtotal	$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00
544-500386	Meals - Home Delivered	2017	$162,570.00
512-500352	Transportation of Clients	2018	$204,980.00
541-500383	Meals - Congregate	2018	$155,738.50
544-500386	Meals - Home Delivered	2018	$325,140.00
512-500352	Transportation of Clients	2019	$51,245.00
541-500383	Meals - Congregate	2019	$38,934.50
544-500386	Meals - Home Delivered	2019	$81,285.00
		Subtotal	$1,165,246.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50
544-500386	Meals - Home Delivered	2017	$115,745.00
512-500352	Transportation of Clients	2018	$57,846.50
541-500383	Meals - Congregate	2018	$146,552.50
544-500386	Meals - Home Delivered	2018	$237,484.50
512-500352	Transportation of Clients	2019	$14,480.70
541-500383	Meals - Congregate	2019	$36,635.50
544-500386	Meals - Home Delivered	2019	$59,372.50
		Subtotal	$773,473.80

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70
541-500383	Meals - Congregate	2018	$2,022,608.50
544-500386	Meals - Home Delivered	2018	$3,962,640.00
512-500352	Transportation of Clients	2019	$373,816.60

541-500383	Meals - Congregate	2019	$505,659.00
544-500386	Meals - Home Delivered	2019	$990,671.00
		Subtotal	$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00
544-500386	Meals Home Delivered	2019	$126,483.50
		Subtotal	$885,368.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50
544-500386	Meals Home Delivered	2019	$9,850.50
		Subtotal	$68,948.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50
544-500386	Meals Home Delivered	2019	$72,209.50
		Subtotal	$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00
544-500386	Meals Home Delivered	2019	$59,801.50
		Subtotal	$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50
544-500386	Meals Home Delivered	2019	$39,292.00
		Subtotal	$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$273,308.00
544-500386	Meals Home Delivered	2018	$546,612.00
544-500386	Meals Home Delivered	2019	$136,653.00
		Subtotal	$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50
544-500386	Meals Home Delivered	2019	$91,239.50
		Subtotal	$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00
544-500386	Meals Home Delivered	2019	$31,982.50
		Subtotal	$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50
544-500386	Meals Home Delivered	2019	$34,100.00
		Subtotal	$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00
544-500386	Meals Home Delivered	2019	$52,228.00
		Subtotal	$365,579.50

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50
544-500386	Meals Home Delivered	2019	$653,840.00
		Subtotal	$4,576,836.00

Summary by Vendor by Year

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

		State Fiscal Year	Current Modified Budget
		2017	$875,931.10
		2018	$1,751,856.70
		2019	$437,968.30
		Subtotal	$3,065,756.10

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

		State Fiscal Year	Current Modified Budget
		2017	$53,893.80
		2018	$107,787.60
		2019	$26,946.90
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget
		2017	$144,696.90
		2018	$289,359.10
		2019	$72,345.70
		Subtotal	$506,401.70

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

		State Fiscal Year	Current Modified Budget
		2017	$676,243.40
		2018	$1,352,457.60
		2019	$338,112.60
		Subtotal	$2,366,813.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		State Fiscal Year	Current Modified Budget
		2017	$8,800.00
		2018	$17,600.00
		2019	$4,400.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget
		2017	$33,872.80
		2018	$67,745.60
		2019	$16,941.60
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget
		2017	$363,643.80
		2018	$727,282.10
		2019	$181,827.40
		Subtotal	$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget
		2017	$213,224.00
		2018	$426,442.50
		2019	$106,612.00
		Subtotal	$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget
		2017	$819,737.00
		2018	$1,639,463.60
		2019	$409,863.30
		Subtotal	$2,869,063.90

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget
		2017	$856,915.10
		2018	$1,713,814.30
		2019	$428,460.30
		Subtotal	$2,999,189.70

Southwestern Community Services (Vendor #177511)

		State Fiscal Year	Current Modified Budget
		2017	$33,440.70
		2018	$66,881.40
		2019	$16,708.50
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget
		2017	$19,860.60
		2018	$39,721.20
		2019	$9,930.30
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget

		2017	$221,171.50
		2018	$442,337.50
		2019	$110,588.50
		Subtotal	$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	$401,134.50
		2018	$802,258.00
		2019	$200,564.50
		Subtotal	$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	$325,457.10
		2018	$650,879.50
		2019	$162,716.70
		Subtotal	$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	$5,048,022.30
		2018	$10,095,886.70
		2019	$2,523,986.60
		Subtotal	$17,667,895.60

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-12)

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name St. Joseph Community Services, Inc.		1.4 Contractor Address 395 Daniel Webster Highway PO Box 910 Merrimack, NH 03054	
1.5 Contractor Phone Number 603-424-9967	1.6 Account Number 05-095-48-481010-92550000 05-095-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $2,999,190
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature Meghan Brady		1.12 Name and Title of Contractor Signatory Meghan Brady President	

1.13 Acknowledgement: State of NH, County of Hillsborough

On Nov 30, 2016, 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] KARRIE M. HOKSBERGEN NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES JULY 2, 2019

1.13.2 Name and Title of Notary or Justice of the Peace

Karrie Hoksbergen, Notary

1.14 State Agency Signature Date: 11/30/16	1.15 Name and Title of State Agency Signatory Maureen Ryan, Director

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: 12/1/16

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

Contractor Initials MB
Date 11/30/2016

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 $1,000,000per 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.

Contractor Initials MB

Date 11/30/2014

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.

Contractor Initials MB

Date 11/30/2016



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. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the services areas listed in Exhibit A-1.

1.4. The Contractor agrees that services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).

1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.



2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.

2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:

2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.

2.1.3.2. Provide transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).

2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order

2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:

2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.

2.1.4.2. Provide transportation services based on a fixed route schedule defined by the Contractor.

2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.

2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3. Administration of Services

3.1. Access to Services

3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.

3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:

3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.

3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.

3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during

the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.

3.3.4. The Contractor shall re-determine client eligibility for services in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.

3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

3.4. Client Assessments and Service Plans

3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health, or developmental issues or criminal histories.

3.5. Person Centered Provision of Services

3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:

3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.



3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.

3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.

3.5.1.4. Individuals receive the information he/she needs to make informed decisions.

3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.

3.5.1.7. Individuals' rights are affirmed and protected.

3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.

3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

3.6.1.4. Agrees not to bill or invoice clients and/or their families.

3.6.1.5. Agrees that all donations support the program for which donations were given.

3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.

3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.

3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

3.6.2.4. Agrees that all fees support the program for which donations were given.

3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.

3.7. Adult Protection Services

3.7.1. The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.

3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

3.7.4. The Contractor agrees that the payment received from 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 such as in Section 1.3.4, from the individual for those services.

3.8. Referring Clients to Other Services

3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.

3.9. Client Wait Lists

3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

3.9.3. The Contractor shall include at a minimum the following information on its wait list:

3.9.3.1. The individual's full name and date of birth.

3.9.3.2. The name of the service being requested.

3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

3.9.3.5. 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.

3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.

3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

3.9.4.2. Declining mental or physical health of the caregiver.

3.9.4.3. Declining mental or physical health of the individual.

3.9.4.4. Individual has no respite services while living with a caregiver.

3.9.4.5. Length of time on the wait list.

3.9.4.6. 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.

3.9.4.7. 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.

3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

3.10. Criminal Background Check and BEAS State Registry Checks

3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving

services, before the staff member or volunteer begins providing services.

3.10.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

3.11. Grievance and Appeals

3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client.

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent



disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.

4. Staffing

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

4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.

4.1.2. 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.

4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:

4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.

4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.

4.1.5.3. A description of time frames necessary for obtaining staff replacements.

4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.

5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

5.1.1.1. The number of clients served by town and in the aggregate;

5.1.1.2. Total amount of donations collected.

5.1.1.3. Expenses by program service provided.

5.1.1.4. Revenue, by program service provided, by funding source.

5.1.1.5. Total amount of donation and/or fees collected from all individuals.

5.1.1.6. Actual Units served, by program service provided, by funding source.

5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.

5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.

5.1.1.9. Unmet need/waiting list.

5.1.1.10. Lengths of time clients are on a waiting list.

5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.

5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:

5.1.3.1. For home-delivered meals:

5.1.3.1.1. The number of meals served by client and by town.

5.1.3.1.2. The number of meals served in the aggregate; and

5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.

5.1.3.2. For transportation:

5.1.3.2.1. The number of clients served by town and in the aggregate;

5.1.3.2.2. The number of miles in the aggregate;

5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.

6. Performance Measures

6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:

6.1.1. All clients served meet eligibility requirements;

6.1.2. The contractor identified, located and served the people who need and could benefit from services.

6.1.3. The contractor determined and redetermined accurate and timely eligibility

6.1.4. Clients receive services in accordance with their needs.

6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

6.2.1.1. Data

6.2.1.2. Financial records

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

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

6.2.1.5. Scheduled phone access to Contractor principals and staff

6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.



Service Area

The Contractor shall provide services in Exhibit A, Scope of Services, in accordance with the rates in Exhibit B-1, Rate Sheet, to eligible individuals in the following towns/counties/cities.

- Amherst
- Antrim
- Bedford
- Bennington
- Brookline
- Deering
- Francestown
- Goffstown
- Greenfield
- Greenville
- Hancock
- Hillsborough
- Hollis
- Hudson
- Litchfield
- Lyndeborough
- Manchester
- Mason
- Merrimack
- Milford
- Mt. Vernon
- Nashua
- New Boston
- New Ipswich
- Pelham
- Peterborough
- Sharon
- Temple
- Weare
- Wilton
- Windsor

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with federal funds. Availability of federal funds is contingent upon meeting the requirements outlined in the:
   - Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3CM, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3HD, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2
   - Catalog of Federal Domestic Assistance #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
   4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
   4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
   4.3. Invoices shall be submitted to:

   Bureau of Elderly and Adult Services Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.

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 the said services have not been completed in accordance with the terms and conditions of this Agreement.

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	92,254	$5.50	$ 507,397.00
Title IIIC Cong Meals	Per Meal	25,825	$5.50	$ 142,037.50
Title XX HD Meals	Per Meal	33,178	$5.50	$ 182,479.00
Title IIIB Transportation	PerClient/PerDay	2,404	$10.40	$ 25,001.60

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	184,508	$5.50	$ 1,014,794.00
Title IIIC Cong Meals	Per Meal	51,650	$5.50	$ 284,075.00
Title XX HD Meals	Per Meal	66,355	$5.50	$ 364,952.50
Title IIIB Transportation	PerClient/PerDay	4,807	$10.40	$ 49,992.80

7/1/2018 through 09/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	46,627	$5.50	$ 256,448.50
Title IIIC Cong Meals	Per Meal	12,413	$5.50	$ 68,271.50
Title XX HD Meals	Per Meal	16,589	$5.50	$ 91,239.50
Title IIIB Transportation	PerClient/PerDay	1,202	$10.40	$ 12,500.80

Contractor Initials: MB

Date: 11/30/2016

SPECIAL PROVISIONS

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

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

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

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

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

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

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

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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 Division 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: St. Joseph Community Services, Inc.

11/30/2016
Date

Meghan Brady
Name: Meghan Brady
Title: President

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-I.)

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

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

Contractor Name: St. Joseph Community Services, Inc.

11/30/2016
Date

Name: Meghan Brady
Title: President

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: St. Joseph Community Services, Inc.

Meghan Brady

11/30/2016
Date

Name: Meghan Brady
Title: President

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.

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: St. Joseph Community Services, Inc.

Meghan Brady

11/30/2016
Date

Name: Meghan Brady
Title: President

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: St. Joseph Community Services, Inc.

11/30/2016
Date

Name: Meghan Brady
Title: President

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

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	St. Joseph Community Services, Inc.
Signature of Authorized Representative	Signature of Authorized Representative
Maureen Ryan	Meghan Brady
Name of Authorized Representative	Name of Authorized Representative
Director, Office of Human Services	President
Title of Authorized Representative	Title of Authorized Representative
11/30/16	11/30/2016
Date	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: St. Joseph Community Services, Inc.

Meghan Brady

11/30/2016
Date

Name: Meghan Brady
Title: President

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: 108866609

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Nutrition and Transportation Contract

This 2nd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated this 26th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Strafford Nutrition/Meals on Wheels (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 25 Bartlett Ave, Suite A, Somersworth, NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), as amended on December 20, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the service rates, and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,651,128.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan White, Director of Contracts and Procurement.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit B-1 Amendment #1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #2, Rate Sheet.

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

1/28/19
Date

Name: Christine Santamaria
Title: Director, DLTSS

Strafford Nutrition/Meals on Wheels

January 24, 2019
Date

Name: Jaymie Chagnon
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Strafford on 01/24/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Deborah I. Evans, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: DEBORAH I. EVANS
Notary Public - New Hampshire
My Commission Expires August 8, 2023

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

OFFICE OF THE ATTORNEY GENERAL

1/31/19
Date

Name:
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2 Rate Sheet
Amendment #2

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	11,630	$5.50		$ 63,965.00
Title IIIC HD Meals	Per Meal	23,497	$5.50		$ 129,233.50
Title IIIC Cong Meals	Per Meal	5,086	$5.50		$ 27,973.00
			Subtotal		*$ 221,171.50*

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	23,260	$5.78		$ 134,442.80
Title IIIC HD Meals	Per Meal	46,994	$5.78		$ 271,625.32
Title IIIC Cong Meals	Per Meal	10,171	$5.78		$ 58,788.38
			Subtotal		*$ 464,856.50*

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service 7/1/18-12/31/18	Rate per Service 1/1/19-6/30/19	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	23,260	$5.78	$6.00	$ 139,560.00
Title IIIC HD Meals	Per Meal	46,994	$5.78	$6.00	$ 281,964.00
Title IIIC Cong Meals	Per Meal	10,171	$5.78	$6.00	$ 61,026.00
			Subtotal		*$ 482,550.00*

7/1/2019 through 06/30/2020 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	23,260	$6.00		$ 139,560.00
Title IIIC HD Meals	Per Meal	46,994	$6.00		$ 281,964.00
Title IIIC Cong Meals	Per Meal	10,171	$6.00		$ 61,026.00
			Subtotal		*$ 482,550.00*

Total		$ 1,651,128.00

Contractor Initials: _____
Date: 1/24/19

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 STRAFFORD NUTRITION/MEALS ON WHEELS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 29, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **468543**
Certificate Number: **0004104986**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of June A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Steve Goff, Board Chairman, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Strafford Nutrition & Meals on Wheels Program.
(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 February 9, 2018:
(Date)

RESOLVED: That the Chairman, Vice-Chairman, or Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 24 day of January, 2019.
(Date Amendment Signed)

4. Jaymie Chagnon is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 24 day of January, 2019,

By Steve Goff, Board Chairman.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

DEBORAH I. EVANS
Notary Public - New Hampshire
My Commission Expires August 8, 2023

Commission Expires:

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/18/2019

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

PRODUCER	CONTACT NAME: Lisa Lee
Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510	PHONE (A/C, No, Ext): (603) 569-2515 FAX (A/C, No): (603) 569-4266 E-MAIL ADDRESS: lisal@averyinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Insurance Co of O	10176
INSURER B : Hanover Insurance	22292
INSURER C : Wesco Ins Company	25011
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Strafford Nutrition & Meals on Wheels, 25 Bartlett Ave Ste A, Somersworth NH 03878

COVERAGES **CERTIFICATE NUMBER:** CL18122608337 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		ZHV A504875 04	12/16/2018	12/16/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ZHV A504875 04	12/16/2018	12/16/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UHVA504901 04	12/16/2018	12/16/2019	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3386082	12/16/2018	12/16/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	3A NH $ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

State of New Hampshire
DHHS
129 Pleasant St
Concord NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Strafford Nutrition & Meals on Wheels
Mission Statement

To promote the well being of the elderly and disabled adults of Strafford County by providing services to foster independence in their own home and prevent or delay the need for institutional care. Through the delivery of hot nutrition meals in home or community settings, daily safety checks, nutrition education, and nutritional assessments SNMOW will promote physical and emotional health, protect their quality of life, and aide in the social & economic needs of the elderly and disabled.

Strafford Nutrition & Meals on Wheels

Financial Statements and Supplemental Data
With Independent Auditors' Report
June 30, 2018

ROY & ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS
209 State Street. – Bangor, Maine 04401

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ROY &
ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

Adrien J. Roy, Jr., CPA, CGMA
Jason T. Roy, CPA, CGMA
Jennifer D. Robinson, CPA
Matthew J. Ceban, CPA

Independent Auditors' Report

Board of Directors
Strafford Nutrition & Meals on Wheels
25 Bartlett Ave. Suite A
Somersworth, NH 03878

We have audited the accompanying financial statements of Strafford Nutrition & Meals on Wheels (a nonprofit organization), which are comprised of the statement of financial position as of June 30, 2018, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit 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 Strafford Nutrition & Meals on Wheels, as of June 30, 2018 and the changes in financial position and cash flows thereof, for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1 to the financial statements, in 2018, the entity adopted new accounting guidance ASU No. 2016-14, *Not-for-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities.* Our opinion is not modified with respect to this matter.

Roy & Associates, CPAs, P.A

Bangor, Maine
October 18, 2018

Strafford Nutrition & Meals on Wheels

STATEMENT OF FINANCIAL POSITION

June 30, 2018

ASSETS	
Current assets:	
Cash	
Unrestricted	$ 211,231
Grants receivable	55,544
Prepaid expenses	1,246
Total current assets	268,021
Capital assets:	
Equipment	8,700
Less: Accumulated depreciation	(1,088)
Total capital assets	7,612
Total assets	275,633
LIABILITIES AND NET ASSETS	
Current liabilities:	
Accounts payable	32,570
Leases payable - current portion	1,888
Other accrued expenses	10,359
Total current liabilities	44,817
Noncurrent liabilities:	
Leases payable	5,956
Total noncurrent liabilities	5,956
Total liabilities	50,773
Net assets:	
Without donor restrictions	224,860
Total net assets	224,860
Total liabilities and net assets	$ 275,633

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

Strafford Nutrition & Meals on Wheels

STATEMENT OF ACTIVITIES

For the year ended June 30, 2018

Changes in net assets without donor restrictions:		
Revenues and gains:		
Contributions	$	90,258
In-kind donations		66,565
Federal grants		531,666
Other grants		242,365
Other		27,310
Interest income		285
Total revenue, gains, and other support without donor restrictions		958,449
Expenses and losses:		
Gross wages		260,089
Professional fees		15,250
Training		42
Fringe benefits		22,936
Leases/rental		6,612
Repairs and maintenance		1,974
Supplies		33,447
Food		368,629
Insurance		15,079
Travel - mileage reimbursement		42,035
Sundries		20,362
In-kind services and rent		66,565
Fundraising		4,281
Events/meetings		370
Interest		548
Depreciation		1,088
Total expenses		859,307
Increase in net assets without donor restrictions		99,142
Net assets at beginning of year		125,718
Net assets at end of year	$	224,860

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

Strafford Nutrition & Meals on Wheels

STATEMENT OF CASH FLOWS

For the year ended June 30, 2018

CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$	99,142
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Depreciation		1,088
(Increase) / decrease in accounts receivable		10,838
(Increase) / decrease in prepaid expenses		2,122
Increase / (decrease) in accounts payable		6,560
Increase / (decrease) in other accrued expenses		(2,777)
Net cash provided (used) by operating activities		116,973
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal paid on long-term debt		(856)
Net cash provided (used) by investing activities		(856)
Net increase (decrease) in cash		116,117
Cash at the beginning of period		95,114
Cash at end of period	$	211,231
Supplemental data:		
Noncash financing activities:		
Lease of capital equipment	$	8,700

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

Strafford Nutrition & Meals on Wheels
NOTES TO FINANCIAL STATEMENTS
June 30, 2018

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Nature of Activities

Strafford Nutrition & Meals on Wheels (a not-for-profit, IRC 501(c)(3) corporation) is an Organization that exists to provide daily noontime meals to people over 60 years of age in a congregate setting in the communities of Strafford County, New Hampshire. The program also provides meals on wheels to elderly and disabled persons in their own homes throughout all of Strafford County. The program provides in excess of 475 meals per day.

B. Basis of Accounting

The financial statements have been prepared using the accrual basis of accounting whereby the Organization reports revenue and gains when earned and expenses when incurred.

C. Financial Statement Presentation

The financial statements have been prepared in accordance with FASB Accounting Standards Codification ("FASB ASC") No. 958, *"Not-for-Profit Entities – Presentation of Financial Statements."* Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to the following two classes of net assets:

- Net assets without donor restrictions - represent expendable resources that are available for operations at management's discretion.
- Net assets with donor restrictions - represent resources restricted by donors as to purpose or by time. As of June 30, 2018, the Organization did not have any net assets with donor restrictions.

D. Use of Estimates

The process of preparing financial statements in conformity with generally accepted accounting principles requires the use of estimates and assumptions by management regarding certain types of assets, liabilities, revenues, and expenses. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

E. Income Taxes

The Organization is an exempt organization for federal and state income tax purposes under Section 501(c)(3) of the Internal Revenue Code and similar state provisions. The Organization is not classified as a private foundation. Certain activities of the Organization are subject to the Federal unrelated business income tax and similar state provisions. Unrelated business income tax was not generated from these activities during the year ended June 30, 2018.

The Organization has adopted the provisions of authoritative guidance regarding accounting for uncertainty in income taxes. The authoritative guidance provides that a tax benefit or liability from an uncertain tax position should be recognized when it is more likely than not that a position will not be sustained upon examination. As of June 30, 2018 management has concluded that the Organization had no uncertain income tax provisions.

F. Property, Plant and Equipment

Property and equipment are carried at cost or, if donated, estimated market value on the date of receipt. The Organization's policy is to capitalize significant assets with a useful life greater than one year. Property and equipment is depreciated using the straight-line method. Expenditures for maintenance and repairs are charged against operations.

Equipment	4-10 Years

Depreciation expense was $1,088 in 2018.

G. Statement of Cash Flows

The Organization considers all short-term investments with an original maturity of three months or less to be cash equivalents.

H. Advertising

The Organization expenses advertising as incurred. The Organization had no advertising expense for 2018.

I. Financial Assets

The Organization has $266,775 of financial assets available within one year of the balance sheet date to meet cash needs for general expenditure consisting of cash of $211,231 and receivables of $55,544. None of the financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date.

J. Accounts Receivable

Accounts receivable is derived primarily from funds requested to be reimbursed from government contracts. These requests are for services and are deemed entirely collectible.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

K. Donated Goods and Services

The Organization records donated goods and services that meet the criteria for recognition under generally accepted accounting principles (GAAP) at the estimated fair value of such items.

L. In-Kind Support

The Organization records various types of in-kind support including facilities, services, and materials donated by volunteers and local citizens in carrying out its mission. The amounts reported as in-kind support are reported in accordance with the grant agreements. Certain amounts may not meet the requirements necessary to be recognized under accounting principles generally accepted in the United States of America. Generally accepted accounting principles allow contributed services to be recognized only if the services received create or enhance nonfinancial assets or require specialized skills, provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

M. Accounting Changes

During fiscal year 2018, the Authority implemented ASU No. 2016-14, *Not-for-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities.* This Update makes certain improvements that address many issues related to financial reporting for Not-for-Profit entities.

2. CASH

At June 30, 2018 the Organization had no deposits in excess of the FDIC insurance limit of $250,000.

3. CAPITAL LEASE

The Organization has a capital lease for equipment. Management expects that in the normal course of business, leases will be replaced by other leases. The following is an analysis of the leased property under capital lease.

Class of Property	
Equipment	$ 8,700
Less: accumulated amortization	1,088
	$ 7,612

The following is a schedule by years of future minimum lease payments under capital leases together with the present value of the net minimum lease payments as of June 30, 2018.

Year Ended June 30	
2019	$ 2,808
2020	2,808
2021	2,808
2022	1,404
Total minimum payments	9,828
Less: amount representing interest (a)	1,984
Present value of future minimum payments (b)	$ 7,844

(a) Amount necessary to reduce net minimum lease payments to present value calculated at the Organization's incremental borrowing rate at lease inception.
(b) Reflected in the balance sheet as current and noncurrent obligations under capital leases of $1,888 and $5,956, respectively.

4. IN-KIND SUPPORT

In-kind (donated) personal services were recorded at a value of $50,565 during the year ending June 30, 2018.

5. FUNCTIONAL ALLOCATION OF EXPENSES

The table below presents expenses by both their nature and their function for fiscal year June 30, 2018:

	2018						
	PROGRAM ACTIVITIES			SUPPORTING ACTIVITIES			
	Home Delivered	Congregate	Programs Subtotal	Admin	Fundraising	Supporting Subtotal	Total Expenses
Gross wages	$ 190,192	$ 23,460	$ 213,652	$ 45,412	$ 1,025	$ 46,437	$ 260,089
Professional fees	2,715	335	3,050	12,200	-	12,200	15,250
Training	21	21	42	-	-	-	42
Fringe benefits	16,739	2,069	18,808	4,128	-	4,128	22,936
Leases/rental	2,942	364	3,306	3,306	-	3,306	6,612
Repairs and maintenance	878	109	987	987	-	987	1,974
Supplies	29,768	3,679	33,447	-	-	-	33,447
Food	328,080	40,549	368,629	-	-	-	368,629
Insurance	6,710	829	7,539	7,540	-	7,540	15,079
Travel - mileage reimbursement	41,615	-	41,615	420	-	420	42,035
Sundries	7,712	1,649	9,361	11,001	-	11,001	20,362
In-kind services and rent	52,123	6,442	58,565	8,000	-	8,000	66,565
Fundraising	-	-	-	-	4,281	4,281	4,281
Events/meetings	185	185	370	-	-	-	370
Interest	329	82	411	137	-	137	548
Depreciation	653	163	816	272	-	272	1,088
Total expenses	$ 680,662	$ 79,936	$ 760,598	$ 93,403	$ 5,306	$ 98,709	$ 859,307

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include depreciation, interest, and office and occupancy, as well as salaries and benefits, which are allocated on the basis of time and effort.

6. ECONOMIC DEPENDENCY

Approximately 48% of revenues were received through the Division of Elderly and Adult Services for 2018. If a significant reduction in the level of this funding were to occur, it would affect the Organization's ability to provide programs and services.

7. EVALUATION OF SUBSEQUENT EVENTS

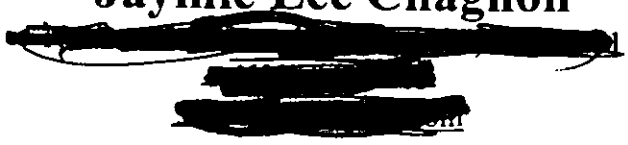
The Association has evaluated subsequent events through October 18, 2018, the date which the financial statements were available to be issued.

Strafford Nutrition Meals on Wheels
25 Bartlett Ave – Suite A
Somersworth, NH 03887
(603) 692-4211
Admin@SNMOW.org

Board of Directors 2018 - 2019

Name & *Start Date*:	**Officers:**
Steve Goff *November 2012*	*Chairman*
Julie Brown *November 2012*	*Vice-Chairman*
Chris Maxwell *December 2017*	
Sandra O'Leary *December 2018*	
Michele Robbins *October 2017*	

Jaymie Lee Chagnon



Work Experience

2017 - Present — **Strafford Nutrition & Meals on Wheels Program**

Executive Director

- Overall Management of All Aspects of Agency Key areas of focus include:
  - Budget development
  - Staffing Development & HR programs
  - Contract Creation & Oversight (State & Caterer)
  - Tracking System Development & Monitoring
  - Board Development & Informed
  - Fundraising Efforts including grants, request, appeals, etc.
  - Promoting Agency in the Community
  - Agency development – core mission, targets, etc.

1988 - 2016 — **Rockingham Nutrition & Meals on Wheels Program**

Assistant Director (since 1998)

- Management Duties performed independently or in conjunction with the Director
  - Budget development
  - Process State RFQ, contracts, and reports
  - Agency development
    - Setting service targets
    - Statistical tracking, analyzing, and monitoring
    - Promoting core mission
  - Catering contract & bid process
- HR Duties
  - Policy Development and staying abreast of DOL requirements
  - Agency Representative at DOL Hearings
  - Developing Job Descriptions, assigning tasks, and setting work schedules
  - Developed Agency Time record system
  - Hiring, Firing, Disciplinary process
  - Safety Program Development
- IT Responsibilities
  - Repair & maintain computer equipment and working with outsources professional when needed
  - Development of Client Dbase system
  - Development of Meal ordering and tracking system
  - Development of Bookkeeping System using QuickBooks & Excel
  - Development of Medicaid (CFI) Billing tracking & billing procedure
- Caterer
  - Monitoring for contract compliance
  - Menu Planning & Approval

- Special Event planning
- Fundraising Efforts
  - Write and submit Town Requests, Reports, and attending Town meetings as requested.
  - Miscellaneous Grants and reporting requirements
  - Emergency Food & Shelter Program application and reports
  - Combined Federal Campaign Application
  - Annual Appeal Development
  - Miscellaneous Fundraising Events i.e. Golf Tournament
- Miscellaneous Duties
  - Maintain working knowledge of others duties to be able to step in to vacant position as needed
  - Creating miscellaneous spreadsheets and forms
  - Coordinating & Planning various events i.e. United Way Day of Caring

Administration Assistant (1988-1998)

- Highlighted Tasks include:
  - Intake Processing
  - Data Entry & Statistical Tracking
  - Payroll Processing
  - State Billing

1980 – 1987 **K-Mart Corporation**

AOD – Assistant Manager

- Help Store Manager oversee each department and employees, allocate job assignments, training, write ups, hiring/firing, etc.
- Handle all customer relationship issues – complaints, purchase approvals, etc.

Skills/Certifications

Notary Public
HR Training Certificates
Microsoft Training Certificates
Safety Training
Over 20 years of Management Experience

Education

High School Diploma - Salem NH
University of Lowell – 2 yrs

Professional Affiliations

National Association of Nutrition and Aging Services
Meals on Wheels Association of America
New England Regional Conference Committee
NH Center for Nonprofits

Laurie Eastwood

Objective: To continue working with the elderly and disabled adults.

Experience:

Assistant Director

Strafford Nutrition Meals on Wheels, Somersworth, NH
February 2010 – Present

- Taking referrals from hospitals, rehab centers, doctor's offices, family and friends via phone, fax and email.
- Supervisor of four satellite meal sites and part time employees.
- Maintaining program policies, records and reports.
- Coordinating fundraisers, creating and maintaining program web site, creating new driver sheets in excel program.
- Conducting home visits to determine eligibility and or reevaluation of home delivered clients.
- Placing food and supply order for each site.

Assistant Manager
Strafford Nutrition Meals on Wheels, Somersworth, NH
February 2008 – January 2010

- Assisting manager with driver sheets and client information.
- Maintaining site facilities for cleanliness.
- Conducting home visits to determine eligibility and or reevaluation of home delivered clients.
- Help drivers ready their bags for home delivered clients.
- Setting up site for congregate lunch.

Office Clerk
Sebastian Septic Service, Milton, NH
January 2007 – November 2007

- Answering customer phone calls and making appointments.
- Sending out daily billing to customers.
- Maintaining company records.
- Setting company up with QuickBooks and credit card options for customers.

Unloader/First Responder
UPS, Chelmsford, MA
April 1996 – November 2001

- Correctly unloading trucks to prevent injury.
- Hazmat safety training to be a first responder.
- Letting hub know when to remove a truck on or off the docks.
- Sorting and delivering bulk packages (71lbs to 150 lbs) to correct areas in building.

Electrical/Shipping/Soldering/Office Clerk
Golden Eagle Coppersmiths, Seabrook, NH
July 1991 – December 2006

- Taking customer orders/handling customer complaints.
- Using large die cast machines to create parts for lanterns.
- Soldering lantern parts together, welding support rods for lanterns.
- Wiring and glassing lanterns.
- Packaging finished products to ship.
- Billing customers/crediting accounts.
- Making daily deposits.

Education: **High School Diploma**
Coe-Brown Academy, Northwood, NH
1991

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jaymie Chagnon	Executive Director	$52,000	55%	$28,600
Laurie Eastwood	Assistant Director	$28,600	55%	$15,730

23 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

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November 2, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $8,597,592 from $17,667,902 to an amount not to exceed $26,265,494 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, **retroactive** to July 1, 2017 effective upon Governor and Executive Council. The original agreements were approved by Governor and Executive Council on December 21, 2016 (Item # 15) and the contract with Rockingham Nutrition Meals on Wheels was amended on June 7, 2017 (Item #13). 43% General Funds/ 57% Federal Funds.

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757	$1,491,912	$4,557,669
Community Action Partnership of Strafford County	177200	Dover	$69,513	$33,780	$103,293
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629	$91,665	$280,294
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814	$1,151,539	$3,518,353
Greater Wakefield Resource Center	158408	Union	$30,800	$14,992	$45,792
Lamprey Health Care	177677	Newmarket	$118,560	$57,579	$176,139
Newport Senior Center	177250	Newport	$1,272,754	$619,398	$1,892,152
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279	$363,251	$1,109,530

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064	$1,396,238	$4,265,302
Southwestern Community Services	177511	Keene	$117,031	$56,890	$173,921
St Joseph Community Services	155093	Merrimack	$2,999,190	$1,459,761	$4,458,951
Strafford Nutrition MOW	260818	Somersworth	$774,098	$376,787	$1,150,885
The Gibson Center for Senior Services	155344	North Conway	$506,402	$246,440	$752,842
Tri-County Community Action Program	177195	Berlin	$1,403,957	$683,006	$2,086,963
VNA at HCS	177274	Keene, NH	$1,139,054	$554,354	$1,693,408
		Total:	**$17,667,902**	**$8,597,592**	**$26,265,494**

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated in each year of the biennium (State Fiscal Years 2018 and 2019) a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services in HB144. The Department is amending the contracts to increase the per meal and per client per date transportation rates. The purpose of this request is to increase the price limitation and extend the completion date in order for the vendors to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will

prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services.

These contracts were selected through a competitive bid process. Sixteen (16) agreements were originally approved by the Governor and Executive Council, one (1) of which (City of Nashua) will be put before the Governor and Executive Council at a later date.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement includes the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for nine (9) months, leaving an additional one (1) year and three (3) months of renewal.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates paid for Nutrition and Transportation Services, and its inclusion of funding in the current biennium to support these increases will be unfulfilled.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,

Christine L. Santaniello
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,614.60		$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50		$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50		$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20	$12,514.04	$261,743.24
541-500383	Meals - Congregate	2018	$327,189.50	$16,656.92	$343,846.42
544-500386	Meals - Home Delivered	2018	$669,515.00	$34,084.40	$703,599.40
512-500352	Transportation of Clients	2019	$62,307.30	$199,435.94	$261,743.24
541-500383	Meals - Congregate	2019	$81,796.00	$262,050.42	$343,846.42
544-500386	Meals - Home Delivered	2019	$167,381.50	$536,217.90	$703,599.40
		Subtotal	***$2,180,388.10***	***$1,060,959.62***	***$3,241,347.72***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,893.80		$53,893.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$107,787.60	$5,412.12	$113,199.72
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$26,946.90	$86,252.82	$113,199.72
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,845.40		$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00		$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50		$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10	$1,288.77	$26,955.87
541-500383	Meals - Congregate	2018	$93,500.00	$4,760.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$130,795.50	$6,658.68	$137,454.18
512-500352	Transportation of Clients	2019	$6,422.70	$20,533.17	$26,955.87
541-500383	Meals - Congregate	2019	$23,375.00	$74,885.00	$98,260.00
544-500386	Meals - Home Delivered	2019	$32,697.50	$104,756.68	$137,454.18
		Subtotal	***$437,453.70***	***$212,882.30***	***$650,336.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,129.90		$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50		$187,621.50
544-500386	Meals - Home Delivered	2017	$161,073.00		$161,073.00
512-500352	Transportation of Clients	2018	$366,236.10	$18,389.07	$384,625.17
541-500383	Meals - Congregate	2018	$375,243.00	$19,103.28	$394,346.28
544-500386	Meals - Home Delivered	2018	$322,146.00	$16,400.16	$338,546.16
512-500352	Transportation of Clients	2019	$91,553.10	$293,072.07	$384,625.17
541-500383	Meals - Congregate	2019	$93,813.50	$300,532.78	$394,346.28
544-500386	Meals - Home Delivered	2019	$80,536.50	$258,009.66	$338,546.16
		Subtotal	***$1,861,352.60***	***$905,507.02***	***$2,766,859.62***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			
541-500383	Meals - Congregate	2017	$8,800.00		$8,800.00
544-500386	Meals - Home Delivered	2017			
512-500352	Transportation of Clients	2018			
541-500383	Meals - Congregate	2018	$17,600.00	$896.00	$18,496.00
544-500386	Meals - Home Delivered	2018			
512-500352	Transportation of Clients	2019			
541-500383	Meals - Congregate	2019	$4,400.00	$14,096.00	$18,496.00
544-500386	Meals - Home Delivered	2019			
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,872.80		$33,872.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$67,745.60	$3,387.28	$71,132.88
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,941.60	$54,191.28	$71,132.88
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.80		$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00		$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50		$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60	$3,888.92	$81,340.52
541-500383	Meals - Congregate	2018	$160,726.50	$8,182.44	$168,908.94
544-500386	Meals - Home Delivered	2018	$249,909.00	$12,722.64	$262,631.64
512-500352	Transportation of Clients	2019	$19,362.90	$61,977.62	$81,340.52
541-500383	Meals - Congregate	2019	$40,183.00	$128,725.94	$168,908.94
544-500386	Meals - Home Delivered	2019	$62,480.00	$200,151.64	$262,631.64
		Subtotal	***$854,159.30***	***$415,649.20***	***$1,269,808.50***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$62,777.00		$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50		$71,857.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$125,554.00	$6,391.84	$131,945.84
544-500386	Meals - Home Delivered	2018	$143,715.00	$7,316.40	$151,031.40
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$31,388.50	$100,557.34	$131,945.84
544-500386	Meals - Home Delivered	2019	$35,931.50	$115,099.90	$151,031.40
		Subtotal	***$471,223.50***	***$229,365.48***	***$700,588.98***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,844.00		$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00		$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00		$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60	$9,104.25	$190,781.85
541-500383	Meals - Congregate	2018	$247,500.00	$12,600.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$663,674.00	$33,787.04	$697,461.04
512-500352	Transportation of Clients	2019	$45,416.80	$145,365.05	$190,781.85
541-500383	Meals - Congregate	2019	$61,875.00	$198,225.00	$260,100.00
544-500386	Meals - Home Delivered	2019	$165,918.50	$531,542.54	$697,461.04
		Subtotal	***$1,912,492.90***	***$930,623.88***	***$2,843,116.78***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,001.60		$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50		$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00		$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80	$2,499.64	$52,492.44
541-500383	Meals - Congregate	2018	$317,075.00	($116,798.00)	$200,277.00
544-500386	Meals - Home Delivered	2018	$981,794.00	$182,922.24	$1,164,716.24
512-500352	Transportation of Clients	2019	$12,500.80	$39,991.64	$52,492.44
541-500383	Meals - Congregate	2019	$79,271.50	$121,005.50	$200,277.00
544-500386	Meals - Home Delivered	2019	$245,448.50	$919,267.74	$1,164,716.24
		Subtotal	***$2,360,518.70***	***$1,148,888.76***	***$3,509,407.46***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,440.70		$33,440.70
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$66,881.40	$3,358.18	$70,239.58
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,708.50	$53,531.08	$70,239.58
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,860.60		$19,860.60
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$39,721.20	$1,994.44	$41,715.64
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$9,930.30	$31,785.34	$41,715.64
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$27,973.00		$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50		$129,233.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$55,940.50	$2,847.88	$58,788.38
544-500386	Meals - Home Delivered	2018	$258,467.00	$13,158.32	$271,625.32
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$13,986.50	$44,801.88	$58,788.38
544-500386	Meals - Home Delivered	2019	$64,619.50	$207,005.82	$271,625.32
		Subtotal	***$550,220.00***	***$267,813.90***	***$818,033.90***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00		$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00		$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00		$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00	$10,249.00	$215,229.00
541-500383	Meals - Congregate	2018	$155,732.50	$7,928.20	$163,660.70
544-500386	Meals - Home Delivered	2018	$305,140.00	$15,534.40	$320,674.40
512-500352	Transportation of Clients	2019	$51,245.00	$163,984.00	$215,229.00
541-500383	Meals - Congregate	2019	$38,934.50	$124,726.20	$163,660.70
544-500386	Meals - Home Delivered	2019	$76,285.00	$244,389.40	$320,674.40
		Subtotal	***$1,165,246.00***	***$566,811.20***	***$1,732,057.20***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.10		$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50		$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00		$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50	$2,909.55	$60,856.05
541-500383	Meals - Congregate	2018	$146,547.50	$7,460.60	$154,008.10
544-500386	Meals - Home Delivered	2018	$237,484.50	$12,090.12	$249,574.62
512-500352	Transportation of Clients	2019	$14,480.70	$46,375.35	$60,856.05
541-500383	Meals - Congregate	2019	$36,635.50	$117,372.60	$154,008.10
544-500386	Meals - Home Delivered	2019	$59,372.50	$190,202.12	$249,574.62
		Subtotal	***$773,473.80***	***$376,410.34***	***$1,149,884.14***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
		Subtotal	***$13,091,059.60***	***$6,369,816.24***	***$19,460,875.84***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50		$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00	$25,756.08	$531,679.08
544-500386	Meals Home Delivered	2019	$126,483.50	$405,195.58	$531,679.08
		Subtotal	***$885,368.00***	***$430,951.66***	***$1,316,319.66***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00		$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50	$2,005.64	$41,402.14
544-500386	Meals Home Delivered	2019	$9,850.50	$31,551.64	$41,402.14
		Subtotal	***$68,948.00***	***$33,557.28***	***$102,505.28***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00		$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50	$14,704.20	$303,536.70
544-500386	Meals Home Delivered	2019	$72,209.50	$231,327.20	$303,536.70
		Subtotal	***$505,461.00***	***$246,031.40***	***$751,492.40***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50		$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00	$12,177.20	$251,372.20
544-500386	Meals Home Delivered	2019	$59,801.50	$191,570.70	$251,372.20
		Subtotal	***$418,594.00***	***$203,747.90***	***$622,341.90***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50		$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50	$8,001.56	$165,175.06
544-500386	Meals Home Delivered	2019	$39,292.00	$125,883.06	$165,175.06
		Subtotal	***$275,055.00***	***$133,884.62***	***$408,939.62***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00		$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00	$27,827.52	$574,439.52
544-500386	Meals Home Delivered	2019	$136,653.00	$437,786.52	$574,439.52
		Subtotal	***$956,571.00***	***$465,614.04***	***$1,422,185.04***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00		$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50	$18,579.40	$383,531.90
544-500386	Meals Home Delivered	2019	$91,239.50	$292,292.40	$383,531.90
		Subtotal	***$638,671.00***	***$310,871.80***	***$949,542.80***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00		$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00	$6,512.80	$134,442.80
544-500386	Meals Home Delivered	2019	$31,982.50	$102,460.30	$134,442.80
		Subtotal	***$223,877.50***	***$108,973.10***	***$332,850.60***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50		$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50	$6,944.28	$143,349.78
544-500386	Meals Home Delivered	2019	$34,100.00	$109,249.78	$143,349.78
		Subtotal	***$238,711.00***	***$116,194.06***	***$354,905.06***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50		$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00	$10,634.96	$219,535.96
544-500386	Meals Home Delivered	2019	$52,228.00	$167,307.96	$219,535.96
		Subtotal	***$365,579.50***	***$177,942.92***	***$543,522.42***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Subtotal	***$4,576,836.00***	***$2,227,768.78***	***$6,804,604.78***

Summary by Vendor by Year

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,931.10	$0.00	$875,931.10
		2018	$1,751,856.70	$89,011.44	$1,840,868.14
		2019	$437,968.30	$1,402,899.84	$1,840,868.14
		Subtotal	***$3,065,756.10***	***$1,491,911.28***	***$4,557,667.38***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,893.80	$0.00	$53,893.80
		2018	$107,787.60	$5,412.12	$113,199.72
		2019	$26,946.90	$86,252.82	$113,199.72
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,696.90	$0.00	$144,696.90
		2018	$289,359.10	$14,713.09	$304,072.19
		2019	$72,345.70	$231,726.49	$304,072.19
		Subtotal	***$506,401.70***	***$246,439.58***	***$752,841.28***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,243.40	$0.00	$676,243.40
		2018	$1,352,457.60	$68,596.71	$1,421,054.31
		2019	$338,112.60	$1,082,941.71	$1,421,054.31
		Subtotal	***$2,366,813.60***	***$1,151,538.42***	***$3,518,352.02***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$17,600.00	$896.00	$18,496.00
		2019	$4,400.00	$14,096.00	$18,496.00
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,872.80	$0.00	$33,872.80
		2018	$67,745.60	$3,387.28	$71,132.88
		2019	$16,941.60	$54,191.28	$71,132.88
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,643.80		$363,643.80
		2018	$727,282.10	$36,971.20	$764,253.30
		2019	$181,827.40	$582,425.90	$764,253.30
		Subtotal	***$1,272,753.30***	***$619,397.10***	***$1,892,150.40***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,224.00	$0.00	$213,224.00
		2018	$426,442.50	$21,709.80	$448,152.30
		2019	$106,612.00	$341,540.30	$448,152.30
		Subtotal	***$746,278.50***	***$363,250.10***	***$1,109,528.60***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,737.00	$0.00	$819,737.00
		2018	$1,639,463.60	$83,318.81	$1,722,782.41
		2019	$409,863.30	$1,312,919.11	$1,722,782.41
		Subtotal	***$2,869,063.90***	***$1,396,237.92***	***$4,265,301.82***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$856,915.10	$0.00	$856,915.10
		2018	$1,713,814.30	$87,203.28	$1,801,017.58
		2019	$428,460.30	$1,372,557.28	$1,801,017.58
		Subtotal	***$2,999,189.70***	***$1,459,760.56***	***$4,458,950.26***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,440.70	$0.00	$33,440.70
		2018	$66,881.40	$3,358.18	$70,239.58
		2019	$16,708.50	$53,531.08	$70,239.58
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,860.60	$0.00	$19,860.60
		2018	$39,721.20	$1,994.44	$41,715.64
		2019	$9,930.30	$31,785.34	$41,715.64
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,171.50	$0.00	$221,171.50
		2018	$442,337.50	$22,519.00	$464,856.50
		2019	$110,588.50	$354,268.00	$464,856.50
		Subtotal	***$774,097.50***	***$376,787.00***	***$1,150,884.50***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,134.50	$0.00	$401,134.50
		2018	$802,258.00	$40,655.88	$842,913.88
		2019	$200,564.50	$642,349.38	$842,913.88
		Subtotal	***$1,403,957.00***	***$683,005.26***	***$2,086,962.26***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,457.10	$0.00	$325,457.10
		2018	$650,879.50	$33,095.23	$683,974.73
		2019	$162,716.70	$521,258.03	$683,974.73
		Subtotal	***$1,139,053.30***	***$554,353.26***	***$1,693,406.56***

Summary for All Vendors by Year

		SFY	Current Budget	(Decrease)	Modified Budget
		2017	$5,048,022.30	$0.00	$5,048,022.30
		2018	$10,095,886.70	$512,842.46	$10,608,729.16
		2019	$2,523,986.60	$8,084,742.56	$10,608,729.16
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
7872-541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
7872-512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
7872-541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
7872-512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
7872-541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
9255-544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
9255-544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
9255-544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

7872-512-500352	Transportation of Clients	all	$2,616,837.60	$1,271,490.62	$3,888,328.22
7872-541-500383	Meals - Congregate	all	$3,539,585.50	$1,457,007.82	$4,996,593.32
7872-544-500386	Meals - Home Delivered	all	$6,934,636.50	$3,641,317.80	$10,575,954.30
9255-544-500386	Meals Home Delivered	all	$4,576,836.00	$2,227,768.78	$6,804,604.78
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Grand Total SFY17	2017	**$5,048,022.30**	**$0.00**	**$5,048,022.30**
Grand Total SFY18	2018	**$10,095,886.70**	**$512,842.46**	**$10,608,729.16**
Grand Total SFY19	2019	**$2,523,986.60**	**$8,084,742.56**	**$10,608,729.16**
Total Contract		**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated this 2nd day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") Strafford Nutrition/Meals on Wheels (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 25 Bartlett Ave, Suite A, Somersworth, NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service rates, extend the completion date, and increase the price limitation:

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

1. Amend General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. Amend General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $376,787 from $774,098 to read $1,150,885.
3. Amend General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Delete Exhibit B-1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #1, Rate Sheet.
6. Add Attachment A – Amendment #1, Attestation.

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

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

State of New Hampshire
Department of Health and Human Services

11/14/17
Date

Christine L. Santaniello
Director

Strafford Nutrition/Meals on Wheels

October 31, 2017
Date.

Name: Jaymie Chagnon
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Strafford on 10/31/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Deborah Evans, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: DEBORAH I. EVANS
Notary Public - New Hampshire
My Commission Expires September 18, 2018

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

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date

Name: Megan Yarde
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	11,630	$5.50	$ 63,965.00
Title IIIC HD Meals	Per Meal	23,497	$5.50	$ 129,233.50
Title IIIC Cong Meals	Per Meal	5,086	$5.50	$ 27,973.00
			Subtotal	***$ 221,171.50***

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	23,260	$5.78	$ 134,442.80
Title IIIC HD Meals	Per Meal	46,994	$5.78	$ 271,625.32
Title IIIC Cong Meals	Per Meal	10,171	$5.78	$ 58,788.38
			Subtotal	***$ 464,856.50***

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	23,260	$5.78	$ 134,442.80
Title IIIC HD Meals	Per Meal	46,994	$5.78	$ 271,625.32
Title IIIC Cong Meals	Per Meal	10,171	$5.78	$ 58,788.38
			Subtotal	***$ 464,856.50***

Total	$ 1,150,884.50

Contractor Initials: JC
Date: 10/31/17

Attachment A – Amendment #1

ATTESTATION

For Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit (per diem or per meal) rates or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the agency named below, I certify that the agency named below will use the increase in funding exclusively to increase service unit rates for the administration of the services listed on Exhibit B-1 - Amendment #1, Rate Sheet and that the state may request an audit of our records to confirm the same.

Jaymie Chagnon, Executive Director - Strafford Nutrition Meals on Wheels

Name, Title, and Agency Name

Jaymie Chagnon

Signature

October 31, 2017

Date

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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

November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed $17,667,902 effective January 1, 2017, or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814
Greater Wakefield Resource Center	TBD	Union	$30,800
Lamprey Health Care	177677	Newmarket	$118,560
Newport Senior Center	177250	Newport	$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064
St Joseph Community Services	155093	Merrimack	$2,999,190
Strafford Nutrition MOW	260818	Somersworth	$774,098
Southwestern Community Services	TBD	Keene	$117,031
The Gibson Center for Senior Services	155344	North Conway	$506,402
Tri-County Community Action Program	TBD	Berlin	$1,403,957
VNA at HCS	177274	Keene, NH	$1,139,054
		Total:	$17,667,902

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

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

Nutrition and Transportation Services
RFA Name

RFA-2017-BEAS-06-NUTRI
RFA Number

Reviewer Names

1. Tracey Tarr, Administrator II, Elderly & Adult Srvcs, DHHS
2. Jean Crouch, Supervisor VII, DEAS
3. Wendy Aultman, Administrator I DEAS
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. CAP Belknap-Merrimack Counties, Inc.		150	150
2. CAP Strafford County		150	105
3. Easter Seals NH		150	142
4. Grafton County Senior Citizens Council, Inc.		150	150
5. Greater Wakefield Resource Center		150	105
6. Lamprey Health Care		150	150
7. Nashua Transit System		150	135
8. Newport Senior Center, Inc.		150	130
9. Ossipee Concerned Citizens, Inc.		150	125
10. Rockingham Nutrition Meals on Wheels		150	150
11. St. Joseph Community Services, Inc.		150	145

12. Strafford Nutrition Meals on Wheels		150	135
13. The Gibson Center for Senior Services, Inc		150	150
14. Tri County CAP, Inc.		150	150
15. VNA at HCS		150	130
16. Southwestern Community Services		150	120
17. 0		150	0
18. 0		150	0
19. 0		150	0
20. 0		150	0

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20
541-500383	Meals - Congregate	2018	$327,189.50
544-500386	Meals - Home Delivered	2018	$669,515.00
512-500352	Transportation of Clients	2019	$62,307.30
541-500383	Meals - Congregate	2019	$81,796.00
544-500386	Meals - Home Delivered	2019	$167,381.50
		Subtotal	$2,180,388.10

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$53,883.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$107,767.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$12,846.40
541-500383	Meals - Congregate	2017	$48,750.00
544-500386	Meals - Home Delivered	2017	$86,400.00
512-500352	Transportation of Clients	2018	$25,667.10
541-500383	Meals - Congregate	2018	$93,500.00
544-500386	Meals - Home Delivered	2018	$130,795.50
512-500352	Transportation of Clients	2019	$16,422.70
541-500383	Meals - Congregate	2019	$23,375.00
544-500386	Meals - Home Delivered	2019	$37,697.50
		Subtotal	$437,453.70

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	[redacted]
541-500383	Meals - Congregate	2017	[redacted]
544-500386	Meals - Home Delivered	2017	[redacted]
512-500352	Transportation of Clients	2018	[redacted]
541-500383	Meals - Congregate	2018	[redacted]
544-500386	Meals - Home Delivered	2018	[redacted]
512-500352	Transportation of Clients	2019	[redacted]
541-500383	Meals - Congregate	2019	[redacted]
544-500386	Meals - Home Delivered	2019	[redacted]
		Subtotal	$1,851,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$0.00
541-500383	Meals - Congregate	2017	$0.00
544-500386	Meals - Home Delivered	2017	$0.00
512-500352	Transportation of Clients	2018	$0.00
541-500383	Meals - Congregate	2018	$17,600.00
544-500386	Meals - Home Delivered	2018	$0.00
512-500352	Transportation of Clients	2019	$0.00
541-500383	Meals - Congregate	2019	$4,400.00
544-500386	Meals - Home Delivered	2019	$0.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$33,872.80
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	$67,745.60
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	[illegible]
512-500352	Transportation of Clients	2019	$16,941.60
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	[illegible]	[illegible]
541-500383	Meals - Congregate	[illegible]	[illegible]
544-500386	Meals - Home Delivered	[illegible]	$124,954.50
512-500352	Transportation of Clients	[illegible]	$77,451.60
541-500383	Meals - Congregate	[illegible]	[illegible]
544-500386	Meals - Home Delivered	[illegible]	$249,909.00
512-500352	Transportation of Clients	[illegible]	[illegible]
541-500383	Meals - Congregate	[illegible]	[illegible]
544-500386	Meals - Home Delivered	[illegible]	[illegible]
		Subtotal	$854,159.30

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	[illegible]	[illegible]
541-500383	Meals - Congregate	2017	$362,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	$126,554.00
544-500386	Meals - Home Delivered	2018	$143,715.00
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	$31,388.50
544-500386	Meals - Home Delivered	2019	$35,831.50
		Subtotal	$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60
541-500383	Meals - Congregate	2018	$247,500.00
544-500386	Meals - Home Delivered	2018	$663,674.00
512-500352	Transportation of Clients	2019	$45,416.80
541-500383	Meals - Congregate	2019	$61,875.00
544-500386	Meals - Home Delivered	2019	$165,918.50
		Subtotal	$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$25,001.80
541-500383	Meals - Congregate	2017	$166,537.50
544-500386	Meals - Home Delivered	2017	$490,697.00
512-500352	Transportation of Clients	2018	$49,992.80
541-500383	Meals - Congregate	2018	$317,076.00
544-500386	Meals - Home Delivered	2018	$981,794.00
512-500352	Transportation of Clients	2019	$12,500.80
541-500383	Meals - Congregate	2019	$79,231.50
544-500386	Meals - Home Delivered	2019	$246,946.50
		Subtotal	$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$33,448.70
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$66,681.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,706.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$19,860.60
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$55,940.50
544-500386	Meals - Home Delivered	2018	$258,467.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$13,986.50
544-500386	Meals - Home Delivered	2019	$64,619.50
		Subtotal	$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$102,490.00
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	$204,980.00
541-500383	Meals - Congregate	2018	$105,732.50
544-500386	Meals - Home Delivered	2018	[illegible]
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$1,165,246.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$28,986.10
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	$57,946.50
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	[illegible]
512-500352	Transportation of Clients	2019	$14,480.70
541-500383	Meals - Congregate	2019	$38,635.50
544-500386	Meals - Home Delivered	2019	$59,372.50
		Subtotal	$773,473.80

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70
541-500383	Meals - Congregate	2018	$2,022,608.50
544-500386	Meals - Home Delivered	2018	$3,962,640.00
512-500352	Transportation of Clients	2019	$373,816.60

541-500383	Meals - Congregate	2019	$505,659.00
544-500386	Meals - Home Delivered	2019	$990,671.00
		Subtotal	$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00
544-500386	Meals Home Delivered	2019	$126,483.50
		Subtotal	$885,368.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50
544-500386	Meals Home Delivered	2019	$9,850.50
		Subtotal	$68,948.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50
544-500386	Meals Home Delivered	2019	$72,209.50
		Subtotal	$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00
544-500386	Meals Home Delivered	2019	$59,801.50
		Subtotal	$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50
544-500386	Meals Home Delivered	2019	$39,292.00
		Subtotal	$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00
544-500386	Meals Home Delivered	2019	$136,653.00
		Subtotal	$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00
544-500386	Meals Home Delivered	2018	$364,962.50
544-500386	Meals Home Delivered	2019	$91,229.50
		Subtotal	$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00
544-500386	Meals Home Delivered	2019	$31,982.50
		Subtotal	$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50
544-500386	Meals Home Delivered	2019	$34,100.00
		Subtotal	$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00
544-500386	Meals Home Delivered	2019	$52,228.00
		Subtotal	$365,579.50

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50
544-500386	Meals Home Delivered	2019	$653,840.00
		Subtotal	$4,576,836.00

Summary by Vendor by Year

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

		State Fiscal Year	Current Modified Budget
		2017	$875,931.10
		2018	$1,751,856.70
		2019	$437,968.30
		Subtotal	$3,065,756.10

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

		State Fiscal Year	Current Modified Budget
		2017	$53,893.80
		2018	$107,787.60
		2019	$26,946.90
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget
		2017	$144,696.90
		2018	$289,359.10
		2019	$72,345.70
		Subtotal	$506,401.70

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

		State Fiscal Year	Current Modified Budget
		2017	$676,243.40
		2018	$1,352,457.60
		2019	$338,112.60
		Subtotal	$2,366,813.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		State Fiscal Year	Current Modified Budget
		2017	$8,800.00
		2018	$17,600.00
		2019	$4,400.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget
		2017	$33,872.80
		2018	$67,745.60
		2019	$16,941.60
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget
		2017	$363,643.80
		2018	$727,282.10
		2019	$181,827.40
		Subtotal	$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget
		2017	$213,224.00
		2018	$426,442.50
		2019	$106,612.00
		Subtotal	$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget
		2017	$819,737.00
		2018	$1,639,463.60
		2019	$409,863.30
		Subtotal	$2,869,063.90

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget
		2017	$856,915.10
		2018	$1,713,814.30
		2019	$428,460.30
		Subtotal	$2,999,189.70

Southwestern Community Services (Vendor #177511)

		State Fiscal Year	Current Modified Budget
		2017	$33,440.70
		2018	$66,881.40
		2019	$16,708.50
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget
		2017	$19,860.60
		2018	$39,721.20
		2019	$9,930.30
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget

		2017	$221,171.50
		2018	$442,337.50
		2019	$110,588.50
		Subtotal	$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	$401,134.50
		2018	$802,258.00
		2019	$200,564.50
		Subtotal	$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	$325,457.10
		2018	$650,879.50
		2019	$162,716.70
		Subtotal	$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	$5,048,022.30
		2018	$10,095,886.70
		2019	$2,523,986.60
		Subtotal	$17,667,895.60

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-13)

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Strafford Nutrition/Meals on Wheels		1.4 Contractor Address 25 Bartlett Ave, Suite A Somersworth, NH 03878	
1.5 Contractor Phone Number 603-692-2864 x313	1.6 Account Number 05-095-48-481010-92550000 05-095-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $774,098
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature Steve Goff		1.12 Name and Title of Contractor Signatory Steve Goff, Board Chair	

1.13 Acknowledgement: State of New Hampshire County of Strafford

On Nov. 30, 2016, 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

Deborah I. Evans

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Deborah I. Evans, notary

DEBORAH I. EVANS
Notary Public - New Hampshire
My Commission Expires September 18, 2018

1.14 State Agency Signature Maureen Ryan Date: 12/1/16	1.15 Name and Title of State Agency Signatory Maureen Ryan, Director
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: Shannon E. Kilbreth	On: 12/5/16
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

Contractor Initials CG
Date 11/30/16

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 $1,000,000per 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.

Contractor Initials SG

Date 10/26/16

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.

Contractor Initials SG

Date 11/30/16

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. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the services areas listed in Exhibit A-1.

1.4. The Contractor agrees that services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).

1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.

2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:

2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.

2.1.3.2. Provide transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).

2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order

2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:

2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.

2.1.4.2. Provide transportation services based on a fixed route schedule defined by the Contractor.

2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.

2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3. Administration of Services

3.1. Access to Services

3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.

3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:

3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.

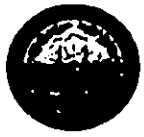
3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.

3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during



the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.

3.3.4. The Contractor shall re-determine client eligibility for services in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.

3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

3.4. Client Assessments and Service Plans

3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health, or developmental issues or criminal histories.

3.5. Person Centered Provision of Services

3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:

3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.

3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.

3.5.1.4. Individuals receive the information he/she needs to make informed decisions.

3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.

3.5.1.7. Individuals' rights are affirmed and protected.

3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.

3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

3.6.1.4. Agrees not to bill or invoice clients and/or their families.

3.6.1.5. Agrees that all donations support the program for which donations were given.

3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.

3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.

3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

3.6.2.4. Agrees that all fees support the program for which donations were given.

3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.

3.7. Adult Protection Services

3.7.1. The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.

3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

3.7.4. The Contractor agrees that the payment received from 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 such as in Section 1.3.4, from the individual for those services.

3.8. Referring Clients to Other Services

3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.

3.9. Client Wait Lists

3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

3.9.3. The Contractor shall include at a minimum the following information on its wait list:

3.9.3.1. The individual's full name and date of birth.

3.9.3.2. The name of the service being requested.

3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

3.9.3.5. 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.

3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.

3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

3.9.4.2. Declining mental or physical health of the caregiver.

3.9.4.3. Declining mental or physical health of the individual.

3.9.4.4. Individual has no respite services while living with a caregiver.

3.9.4.5. Length of time on the wait list.

3.9.4.6. 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.

3.9.4.7. 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.

3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

3.10. Criminal Background Check and BEAS State Registry Checks

3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving

services, before the staff member or volunteer begins providing services.

3.10.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

3.11. Grievance and Appeals

3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client..

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent

disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.

4. Staffing

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

4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.

4.1.2. 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.

4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:

4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.

4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.

4.1.5.3. A description of time frames necessary for obtaining staff replacements.

4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.

5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

5.1.1.1. The number of clients served by town and in the aggregate;

5.1.1.2. Total amount of donations collected.

5.1.1.3. Expenses by program service provided.

5.1.1.4. Revenue, by program service provided, by funding source.

5.1.1.5. Total amount of donation and/or fees collected from all individuals.

5.1.1.6. Actual Units served, by program service provided, by funding source.

5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.

5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.

5.1.1.9. Unmet need/waiting list.

5.1.1.10. Lengths of time clients are on a waiting list.

5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.

5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:

5.1.3.1. For home-delivered meals:

5.1.3.1.1. The number of meals served by client and by town.

5.1.3.1.2. The number of meals served in the aggregate; and

5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.

5.1.3.2. For transportation:

5.1.3.2.1. The number of clients served by town and in the aggregate;

5.1.3.2.2. The number of miles in the aggregate;

5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.

6. Performance Measures

6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:

6.1.1. All clients served meet eligibility requirements;

6.1.2. The contractor identified, located and served the people who need and could benefit from services.

6.1.3. The contractor determined and redetermined accurate and timely eligibility

6.1.4. Clients receive services in accordance with their needs.

6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

6.2.1.1. Data

6.2.1.2. Financial records

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

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

6.2.1.5. Scheduled phone access to Contractor principals and staff

6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.

Service Area

The Contractor shall provide services in Exhibit A, Scope of Services, in accordance with the rates in Exhibit B-1, Rate Sheet, to eligible individuals in the following towns/cities.

- Barrington
- Dover
- Durham
- Farmington
- Lee
- Madbury
- Middleton
- Milton
- New Durham
- Rochester
- Rollinsford
- Somersworth
- Strafford

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. The contract is funded with federal funds. Availability of federal funds is contingent upon meeting the requirements outlined in the:

   - Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3CM, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3HD, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2
   - Catalog of Federal Domestic Assistance #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX

3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.

4. Payment shall be made as follows:

4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.

4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.

4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
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 the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	23,497	$5.50	$ 129,233.50
Title IIIC Cong Meals	Per Meal	5,086	$5.50	$ 27,973.00
Title XX HD Meals	Per Meal	11,630	$5.50	$ 63,965.00

7/1/2017 through 06/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	46,994	$5.50	$ 258,467.00
Title IIIC Cong Meals	Per Meal	10,171	$5.50	$ 55,940.50
Title XX HD Meals	Per Meal	23,260	$5.50	$ 127,930.00

7/1/2018 through 09/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	11,749	$5.50	$ 64,619.50
Title IIIC Cong Meals	Per Meal	2,543	$5.50	$ 13,986.50
Title XX HD Meals	Per Meal	5,815	$5.50	$ 31,982.50

Contractor Initials: SD

Date: 6/30/16

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.

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

Contractor Initials SG
Date 11/13/15

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2. In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division 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:

Strafford Nutrition & Meals on Wheels

4/30/16
Date

Name: Steve Goff
Title: Board Chair

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-I.)

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

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

Contractor Name:

Strafford Nutrition & Meals on Wheels

Date

Name: Steve Goff
Title: Board Chair

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 (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:

Strafford Nutrition & Meals on Wheels

11/28/16
Date

Name: Steve Goff
Title: Board Chair

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.

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:
Strafford Nutrition & Meals on Wheels

11/30/16
Date

Name: Steve Goff
Title: Board Chair

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:

Strafford Nutrition & Meals on Wheels

11/30/16
Date

Name: Steve Goff
Title: Board Chair

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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.

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

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.

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	Strafford Nutrition & Meals on Wheels Name of the Contractor
Maureen Ryan Signature of Authorized Representative	Steve Goff Signature of Authorized Representative
Maureen Ryan Name of Authorized Representative	Steve Goff Name of Authorized Representative
Director OHS Title of Authorized Representative	Board Chair Title of Authorized Representative
12/1/16 Date	11/22/16 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:
Strafford Nutrition & Meals On Wheels

11/30/16
Date

Name: Steve Goff
Title: Board Chair

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: 969911150

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Nutrition and Transportation Contract

This 2nd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated this 26th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), as amended on December 20, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the service rates, and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
   June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   $2,977,659.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
   Nathan White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
   603-271-9631.
5. Delete Exhibit B-1 Amendment #1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #2, Rate Sheet.

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

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

State of New Hampshire
Department of Health and Human Services

1/28/19
Date

Name: Christine Santaniello
Title: Director, DLTSS

Tri-County Community Action Program, Inc.

1/15/19
Date

Name: Jeanne Robillard
Title: Chief Executive Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Coos on 1/15/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

CHRISTINA MORIN, Notary Public
State of New Hampshire
My Commission Expires December 19, 2023

Christina Morin Notary Public

Name and Title of Notary or Justice of the Peace

My Commission Expires: December 19, 2023

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

OFFICE OF THE ATTORNEY GENERAL

1/31/19
Date

Name: Megan McCall
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	12,401	$5.50		$ 68,205.50
Title IIIC HD Meals	Per Meal	27,740	$5.50		$ 152,570.00
Title IIIC Cong Meals	Per Meal	14,158	$5.50		$ 77,869.00
Title IIIB Transportation	PerClient/PerDay	2,770	$37.00		$ 102,490.00
			Subtotal		*$ 401,134.50*

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	24,801	$5.78		$ 143,349.78
Title IIIC HD Meals	Per Meal	55,480	$5.78		$ 320,674.40
Title IIIC Cong Meals	Per Meal	28,315	$5.78		$ 163,660.70
Title IIIB Transportation	PerClient/PerDay	5,540	$38.85		$ 215,229.00
			Subtotal		*$ 842,913.88*

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service 7/1/18-12/31/18	Rate per Service 1/1/19-6/30/19	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	24,801	$5.78	$6.00	$ 148,806.00
Title IIIC HD Meals	Per Meal	55,480	$5.78	$6.00	$ 332,880.00
Title IIIC Cong Meals	Per Meal	28,315	$5.78	$6.00	$ 169,890.00
Title IIIB Transportation	PerClient/PerDay	5,540	$38.85	$38.85	$ 215,229.00
			Subtotal		*$ 866,805.00*

7/1/2019 through 06/30/2020 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	24,801	$6.00		$ 148,806.00
Title IIIC HD Meals	Per Meal	55,480	$6.00		$ 332,880.00
Title IIIC Cong Meals	Per Meal	28,315	$6.00		$ 169,890.00
Title IIIB Transportation	PerClient/PerDay	5,540	$38.85		$ 215,229.00
			Subtotal		*$ 866,805.00*

Total		$ 2,977,658.38

Contractor Initials: JK
Date: 1/15/19

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020
Certificate Number: 0004079930

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Tri-County Community Action program, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 6/26/2018:
(Date)

RESOLVED: That the Cheif Executive Officer
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 15 day of January, 2019.
(Date Amendment Signed)

4. Jeanne Robillard is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 15 day of January, 2019,

By Gary Coulombe.
(Name of Elected Officer of the Agency)

CHRISTINA MORIN, Notary Public
State of New Hampshire
My Commission Expires December 19, 2023

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: December 19, 2023

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

Board Resolution 19FY18: Resolution of the Corporation

Authority to Sign

The Board of Directors of Tri-County Community Action Program, Inc. (the "Corporation") takes the following action:

Resolved,

That the Tri-County Community Action Program, Inc. Chief Executive Officer (CEO), Jeanne Robillard, Chief Operations Officer Regan L. Pride and Randall Pilotte, Chief Financial Officer (CFO) are hereby authorized on behalf of this Corporation to enter into contracts with the Federal Government, State of New Hampshire, and any other parties as deemed necessary and to execute any and all documents, agreements and other instruments and amendments, revisions or modifications thereto, as may be deemed necessary, desirable or appropriate for the Corporation; this authorization being in force and effective until June 24, 2019.

This resolution is made with the understanding that any new undertakings or commitments have a material impact on the purpose of our organization will be preceded by Board approval.

Approved by the Board of Directors on June 26, 2018

By: Sandy Alonzo
Name: Sandy Alonzo
Title: Board Chair

By:
Name: Gary Coulombe
Title: Board Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/29/2018

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

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

PRODUCER	CONTACT NAME: Karen Shaughnessy
FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570	INSURER A: Technology Ins. Co.	42376
	INSURER B: Wesco Ins. Co.	25011
	INSURER C: Granite State Health Care and Human	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18-19 All lines w/prof REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			TPP1224751	7/1/2018	7/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Crime/Employee Dishonesty	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 600,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			TPP1224751	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			WUM1565713	7/1/2018	7/1/2019	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20180000045 (3a.) NH; Ruby Urban; Karen Matthews & William Hatch excluded	7/1/2018	7/1/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			TPP1224751	7/1/2018	7/1/2019	Per Occurrence Aggregate	$1,000,000 $3,000,000

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

CERTIFICATE HOLDER

Janice.Southwick@dhhs.nh.g

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

T Franggos/JSC

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COMMUNITY ACTION
TRI-COUNTY CAP
Serving Coös, Carroll & Grafton County since 1965

MISSION STATEMENT

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc. Is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc.
...Helping people, changing lives.

CEO: Jeanne L. Robillard DBO: Regan Pride CFO: Randall S. Pilotte
30 Exchange Street, Berlin NH 03570 P: 603-752-7001
www.tccap.org FB@TriCountyCommunityActionProgram

Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED
JUNE 30, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORT

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

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Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of cash flows, functional expenses, and the related consolidated statement of activities for the year ended June 30, 2018, for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2018 and 2017, and its consolidated cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2018, in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2017 consolidated financial statements, and we expressed an unmodified audit opinion on those consolidated financial statements in our report dated November 10, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 19, 2018, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

October 19, 2018
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2018 AND 2017

ASSETS

	2018	2017
CURRENT ASSETS		
Cash and cash equivalents	$ 1,329,038	$ 505,700
Accounts receivable	1,156,657	1,326,994
Pledges receivable	212,207	205,804
Inventories	87,569	65,641
Prepaid expenses	25,640	45,345
Total current assets	2,811,111	2,149,484
PROPERTY		
Property and equipment	12,812,689	13,544,469
Less accumulated depreciation	(5,203,324)	(5,317,470)
Property, net	7,609,365	8,226,999
OTHER ASSETS		
Restricted cash	706,765	942,687
Building refinance costs, net	12,705	13,591
Total other assets	719,470	956,278
TOTAL ASSETS	$ 11,139,946	$ 11,332,761

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Demand note payable	$ 516,022	$ 671,434
Current portion of long term debt	142,733	587,809
Current portion of capital lease obligations	4,445	4,057
Accounts payable	237,276	518,447
Accrued compensated absences	203,121	242,545
Accrued salaries	187,508	196,882
Accrued expenses	131,888	107,627
Refundable advances	191,069	197,548
Other liabilities	387,168	645,311
Total current liabilities	2,001,230	3,171,660
LONG TERM DEBT		
Long term debt, net of current portion	5,386,642	5,254,436
Capital lease obligations, net of current portion	8,226	12,670
Total liabilities	7,396,098	8,438,766
NET ASSETS		
Unrestricted	2,926,057	2,191,395
Temporarily restricted	817,791	702,600
Total net assets	3,743,848	2,893,995
TOTAL LIABILITIES AND NET ASSETS	$ 11,139,946	$ 11,332,761

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30; 2018
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Unrestricted	Temporarily Restricted	2018 Total	2017 Total
REVENUES AND OTHER SUPPORT				
Grant and contracts	$ 14,097,629	$ 211,457	$ 14,309,086	$ 12,644,557
Program funding	1,259,037	-	1,259,037	1,708,487
Utility programs	1,079,361	-	1,079,361	972,359
In-kind contributions	351,187	-	351,187	436,874
Contributions	116,928	278,297	395,225	497,735
Fundraising	59,536	-	59,536	42,421
Rental income	679,112	-	679,112	847,380
Interest income	348	-	348	270
Gain (loss) on disposal of property	48,487	-	48,487	(16,685)
Forgiveness of debt	-	-	-	25,912
Other revenue	81,938	-	81,938	4,461
Total revenues and other support	17,773,563	489,754	18,263,317	17,163,771
NET ASSETS RELEASED FROM RESTRICTIONS	374,563	(374,563)	-	-
Total revenues, other support, and net assets released from restrictions	18,148,126	115,191	18,263,317	17,163,771
FUNCTIONAL EXPENSES				
Program Services:				
Agency Fund	922,701	-	922,701	825,517
Head Start	2,481,916	-	2,481,916	2,312,665
Guardianship	760,009	-	760,009	735,925
Transportation	879,729	-	879,729	1,063,996
Volunteer	122,941	-	122,941	121,543
Workforce Development	394,252	-	394,252	402,576
Alcohol and Other Drugs	444,581	-	444,581	1,165,000
Carroll County Dental	642,637	-	642,637	542,920
Support Center	276,172	-	276,172	265,052
Homeless	577,783	-	577,783	554,509
Energy and Community Development	7,480,943	-	7,480,943	6,276,570
Elder	1,142,818	-	1,142,818	1,026,070
Housing Services	176,511	-	176,511	167,528
Total program services	16,302,993	-	16,302,993	15,459,871
Supporting Activities:				
General and administrative	1,102,448	-	1,102,448	1,213,425
Fundraising	8,023	-	8,023	4,873
Total supporting activities	1,110,471	-	1,110,471	1,218,298
Total functional expenses	17,413,464	-	17,413,464	16,678,169
CHANGE IN NET ASSETS	734,662	115,191	849,853	485,602
NET ASSETS, BEGINNING OF YEAR	2,191,395	702,600	2,893,995	2,408,393
NET ASSETS, END OF YEAR	$ 2,926,057	$ 817,791	$ 3,743,848	$ 2,893,995

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 849,853	$ 485,602
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	464,370	492,141
Donation of property and equipment	-	(224,685)
Loss on disposal of property	(48,487)	16,685
Forgiveness of debt	-	(25,912)
(Increase) decrease in assets:		
Accounts receivable	170,337	(78,676)
Pledges receivable	(6,403)	23,615
Inventories	(21,928)	23,239
Prepaid expenses	19,705	(4,353)
Restricted cash	235,922	(154,926)
(Decrease) increase in liabilities:		
Accounts payable	(281,171)	(157,079)
Accrued compensated absences	(39,424)	(51,698)
Accrued salaries	(9,374)	20,697
Accrued expenses	24,261	13,863
Refundable advances	(6,479)	(35,781)
Other liabilities	(258,143)	134,401
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,093,039	477,133
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property	278,972	26,750
Purchases of property and equipment	(141,335)	(181,113)
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	137,637	(154,363)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net repayment on demand note payable	(90,412)	(192,432)
Repayment of long-term debt	(312,870)	(210,808)
Repayment of capital lease obligations	(4,056)	(3,636)
NET CASH USED IN FINANCING ACTIVITIES	(407,338)	(406,876)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	823,338	(84,106)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	505,700	589,806
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 1,329,038	$ 505,700
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	$ 182,514	$ 208,781
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Purchase of property and equipment financed by long-term debt	$ -	$ 14,867
Purchase of property and equipment financed by capital lease	$ -	$ 5,889
Fixed assets donated	$ 18,830	$ -

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2018

	Agency Fund	Head Start	Opportunity	Transportation	Volunteer	Workforce Development	Alcohol and Other Drugs	Carroll County Rental	Support Center	Homeless	Energy and Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
Direct Expenses																	
Payroll	$ 99,753	$ 1,250,882	$ 511,480	$ 443,803	$ 69,707	$ 217,953	$ 224,378	$ 330,476	$ 181,898	$ 307,376	$ 1,123,354	$ 482,642	$ 11,497	$ 5,214,849	$ 679,592	$ -	$ 5,894,441
Payroll taxes and benefits	23,319	339,081	128,443	90,079	17,100	52,347	41,910	82,705	41,809	65,298	298,144	102,104	-	1,280,319	184,414	-	1,434,733
Assistance to clients	74,171	-	-	-	-	9,018	-	-	5,446	67,202	5,380,849	-	-	5,536,546	-	-	5,536,546
Consumable supplies	1,723	240,844	9,854	11,274	599	4,157	19,410	40,917	5,305	8,344	314,482	230,137	2,882	849,850	11,219	-	861,069
Space costs and rentals	21,013	164,435	36,235	14,558	3,884	90,102	8,630	5,325	4,742	28,411	152,185	64,004	-	578,542	72,385	-	650,927
Depreciation and amortization expense	325,510	1,858	-	12,871	-	-	5,387	36,747	9,865	1,008	3,742	283	67,399	464,370	-	-	464,370
In-kind expended	12,500	208,005	-	32,001	22,014	-	-	-	6,018	22,380	-	50,240	-	351,188	-	-	351,188
Consultants and contractors	15,615	28,950	3,288	7,531	-	-	101,287	53,254	-	10,000	17,300	78,837	-	315,842	15,862	-	331,304
Utilities	135,551	37,388	17,418	15,952	1,140	6,485	3,043	10,638	18,783	18,324	24,788	21,849	21,282	328,639	3,589	-	330,248
Travel and meetings	1,085	50,226	27,257	108,253	4,314	13,828	4,479	2,048	6,161	19,007	13,234	28,854	915	278,787	9,470	-	288,257
Other direct program costs	44,933	9,716	11,419	6,742	4,070	745	31,286	7,421	1,983	1,519	37,943	14,108	21,364	192,848	29,234	8,023	229,106
Fiscal and administrative	243	28,303	7,752	1,555	155	210	756	5,885	1,236	5,509	25,869	16,334	30	94,548	106,359	-	200,908
Building and grounds maintenance	62,822	62,508	1,945	1,940	-	15	887	8,882	6,282	9,360	88	10,328	35,650	196,381	180	-	196,561
Interest expense	126,890	305	946	1,080	3	-	2,038	39,349	172	144	11,478	128	-	182,514	1,241	-	183,755
Vehicle expense	4,282	98	-	107,885	-	-	19	-	95	639	51,843	-	-	164,981	-	-	164,981
Insurance	65,654	14,058	654	21,511	934	-	4,390	2,556	3,809	4,537	20,400	-	15,732	154,315	5,085	-	159,400
Maintenance of equipment and rental	-	82,124	3,200	1,818	39	488	-	36,285	3,059	10,885	8,325	13,541	-	127,333	14,018	-	141,351
Fixed fees	-	95	-	-	-	124	-	1,421	-	-	951	1,721	-	4,312	-	-	4,312
Total Direct Expenses	1,015,074	2,481,916	780,009	879,729	122,941	394,252	444,581	842,637	276,172	577,783	7,480,943	1,142,818	176,511	16,395,366	1,102,448	8,023	17,505,837
Indirect Expenses																	
Indirect costs	88,950	248,080	84,249	97,095	11,821	35,834	49,466	83,364	30,821	54,051	222,084	117,223	-	1,102,448	(1,102,448)	-	-
Capitalized Expenses																	
Less capitalization of assets	(92,373)	-	-	-	-	-	-	-	-	-	-	-	-	(92,373)	-	-	(92,373)
Total Direct & Indirect expenses	$ 1,009,651	$ 2,730,006	$ 844,258	$ 976,824	$ 134,862	$ 430,186	$ 494,047	$ 706,001	$ 306,193	$ 631,834	$ 7,703,027	$ 1,260,041	$ 176,511	$ 17,405,441	$ -	$ 8,023	$ 17,413,464

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017

	Agency Fund	Head Start	Grandfamilies	Transportation	Volunteer	Workforce Development	Alcohol and Other Drugs	Carroll County Dental	Support Center	Homeless	Energy & Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
Direct Expenses																	
Payroll	$ 104,039	$ 1,122,968	$ 500,276	$ 458,500	$ 57,925	$ 178,246	$ 748,466	$ 328,917	$ 153,094	$ 295,900	$ 1,005,420	$ 427,675	$ 11,851	$ 5,389,959	$ 636,847	$ -	$ 6,026,806
Payroll taxes and benefits	19,111	307,007	129,564	97,125	15,159	45,427	188,112	86,553	40,786	72,525	280,298	94,181	-	1,347,802	165,870	-	1,513,672
Assistance to clients	1,079	-	-	-	-	53,724	-	-	1,511	57,636	4,253,457	-	-	4,377,437	-	-	4,377,437
Consumable supplies	14,973	178,067	8,228	9,007	1,192	2,686	73,307	40,430	6,540	6,134	274,747	275,839	13,528	902,686	11,093	-	913,979
Space costs and rentals	1,984	167,618	31,905	13,860	4,774	95,919	30,558	-	-	33,536	154,444	58,494	-	591,090	228,794	-	819,884
Depreciation and amortization expense	179,148	31,368	-	123,747	-	-	24,153	32,542	10,025	1,752	21,465	532	67,389	492,141	-	-	492,141
In-kind expended	12,650	306,258	-	32,670	36,413	-	-	-	7,677	20,589	-	19,017	-	436,874	-	-	436,874
Utilities	128,652	20,225	14,678	13,335	1,277	7,052	33,890	8,953	21,082	21,383	28,625	18,473	21,805	340,529	3,750	-	344,279
Travel and meetings	802	54,129	25,587	97,127	2,856	18,927	12,047	2,721	4,020	14,991	10,689	23,738	905	268,529	7,170	-	275,699
Insurance	90,983	20,166	943	36,222	669	-	16,506	2,472	5,484	6,721	31,683	-	14,551	226,822	6,175	-	232,797
Other direct program costs	45,803	6,279	8,991	21,573	253	1,526	(13,937)	4,857	687	1,838	110,351	6,376	8,797	203,394	22,789	4,873	231,056
Interest expense	144,061	46	1,890	3,820	42	-	6,791	37,145	494	1,022	12,867	583	-	208,781	4,670	-	213,451
Consultants and contractors	3,475	38,756	4,462	12,916	-	-	33,806	3,389	-	10,000	6,696	75,085	-	190,347	11,897	-	202,244
Building and grounds maintenance	61,132	32,150	-	1,935	-	865	7,820	1,420	11,290	7,990	909	12,476	28,802	166,279	1,708	-	187,985
Fiscal and administrative	806	24,572	8,142	3,732	750	192	6,544	3,691	1,435	1,136	38,910	3,297	-	93,207	82,714	-	175,921
Vehicle expense	7,456	39	-	130,623	-	-	1,384	-	-	321	25,671	-	-	165,503	-	-	165,503
Maintenance of equipment and rental	(10,816)	2,997	1,281	7,404	17	-	4,951	10,850	944	1,435	7,220	10,845	-	37,008	28,150	-	65,158
Fixed fees	-	-	-	-	-	-	-	-	3	-	-	1,489	-	1,492	-	-	1,492
Total Direct Expenses	825,517	2,312,865	735,923	1,063,896	121,543	402,576	1,185,000	542,920	265,052	554,909	6,276,570	1,026,070	187,528	15,459,871	1,213,425	4,873	16,678,169
Indirect Expenses																	
Indirect costs	78,804	251,442	89,711	112,810	10,766	33,919	142,506	83,686	32,038	57,699	220,962	119,278	-	1,213,425	(1,213,425)	-	-
Total Direct & Indirect expenses	$ 904,321	$ 2,564,107	$ 825,636	$ 1,176,806	$ 132,309	$ 436,495	$ 1,327,506	$ 626,606	$ 297,090	$ 612,208	$ 6,497,532	$ 1,145,348	$ 187,528	$ 16,673,296	$ -	$ 4,873	$ 16,678,169

See Notes to Consolidated Financial Statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (a New Hampshire nonprofit corporation) was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community based housing for the elderly.

Nature of activities

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to the Organization's many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

Head Start

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of activities as well as providing services, which include in addition to early learning, health and family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial stability.

Programs support and strengthen parent-child relationships as their child's primary educator. Head Start staff work as partners with parents to identify and provide individualized activities that support their child's growth and development.

Tri County Community Action Head Start serves 217 children in Carroll, Coos & Grafton counties in 9 locations with 12 center-based classrooms and 1 home based option.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves 406 individuals. Additional services include, conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 17 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 400 volunteers, ages 55 and older, of which 309 actively served during the last reporting period. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 43,611 hours yearly.

Workforce Development

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy families (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Alcohol & Other Drugs (AOD)

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities.

The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately $130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire. There was a total of $111,595 of pre-development capitalized expenses at June 30, 2017.

Effective October 1, 2017, the Organization is no longer responsible for the Alcohol & Other Drugs (AOD) program. The grants for the program have been transferred to North Country Health Consortium (NCHC), as they are taking over the program. The Friendship House was sold to Affordable Housing Education and Development (AHEAD).

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

Support Center

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community

education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy Assistance and Outreach

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

Low-Income Weatherization

The NH weatherization program helps low-income families, elderly, disabled, small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates local NH jobs.

Elder

The Organization's elder program provides senior meals in 15 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with person-centered counseling, Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

Cornerstone Housing North, Inc. is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development (HUD), and a significant portion of their rental income is received from HUD.

The Organization includes a 12 unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by HUD with respect to the rental charges and operating methods.

The above Organization has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,* the Section 202 Capital Advance is considered to be a major program.

Method of accounting

The consolidated financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations.* Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The Organization had no permanently restricted net assets at June 30, 2018 and 2017. The Organization had temporarily restricted net assets of $817,791 and $702,600 at June 30, 2018 and 2017, respectively.

Restricted and unrestricted support

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction (**Note 12**).

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2018 and 2017.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The hierarchy is classified into three levels based on the reliability of inputs as follows:

Level 1: Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

Level 2: Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.

Level 3: Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental program. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of $5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

Client Rents and HUD Rent Subsidy

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development.

Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated $191,069 and $197,548 as of June 30, 2018 and 2017, respectively.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed. The Organization is no longer subject to examinations by tax authorities for years prior to 2014

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes,* which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

Retirement plan

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2018 and 2017, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

As of June 30, 2018 and 2017, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as temporarily restricted in the amount of $212,207 and $205,804, respectively. This amount was included in grants and contracts on the Consolidated Statement of Activities.

Use of estimates

The presentation of financial statements in conformity accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its

financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short-term maturity of those instruments.

Functional allocation of expenses

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

Program salaries and related expenses are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

Other occupancy expenses are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2017 received provisional approval and is effective until amended at a rate of 13%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2017 was 12.5%. The Organization carefully calculates the allocation to agree exactly with the expenses in the indirect pool. The actual rate for the year ended June 30, 2018 was approximately 11.454%, which is allowable because it is less than the provisional rate.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2018 and 2017 was $18,616 and $26,456, respectively.

NOTE 2. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2018 and 2017, the balances in interest and non-interest-bearing accounts were insured by the FDIC up to $250,000. At June 30, 2018 and 2017, there was approximately $1,200,000 and $665,000, of deposits held in excess of the FDIC limit, repectively. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6.** The required balance in the account is $19,968 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture. The Organization is compliant with this requirement as of October 2017.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2018 and 2017 was $19,980 and $19,611, respectively. The Organization has made all of their scheduled deposits for the years ended June 30, 2018 and 2017. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is $173,817 and is equal to 12 monthly payments. The balance as of June 30, 2018 and 2017 was $174,273 and $187,095, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2018 and 2017 was $378,605 and $642,308, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2018 and 2017 was $378,605 and $642,308, respectively, and is included in the restricted cash balance on the Statements of Financial Position.

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2018 and 2017 was $131,610 and $93,673, respectively.

NOTE 3. INVENTORY

In 2018 and 2017, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2018 and 2017, consists of weatherization materials totaling $87,569 and $65,641, respectively.

During the year ended June 30, 2018, the Organization adopted the provisions of the FASB Accounting Standard Update (ASU) 2015-11, *Inventory, (Topic 330): Simplifying the Measurement of Inventory,* which simplifies the subsequent measurement of inventory by requiring inventory to be measured at the lower of cost net realizable value. Net realizable value is the estimated selling price of inventory in the ordinary course of business, less reasonably predictable costs of completion, disposal and transportation. The Organization has evaluated ASU 2015-11 and has determined that is no material impact to the financial statements.

NOTE 4. ACCRUED EARNED TIME

For the years ending June 30, 2018 and 2017, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours. At June 30, 2018 and 2017, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of $203,121 and $242,545, respectively.

NOTE 5. PROPERTY

Property consists of the following at June 30, 2018:

	Capitalized Cost	Accumulated Depreciation	Net Book Value
Building	$10,003,944	$ 3,448,411	$ 6,555,533
Equipment	2,384,905	1,754,913	629,992
Land	423,840	-	423,840
	$12,812,689	$ 5,203,324	$ 7,609,365

Property consists of the following at June 30, 2017:

	Capitalized Cost	Accumulated Depreciation	Net Book Value
Building	$10,679,707	$ 3,428,094	$ 7,251,613
Equipment	2,400,922	1,889,376	511,546
Land	463,840	-	463,840
	$13,544,469	$ 5,317,470	$ 8,226,999

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the years ended June 30, 2018 and 2017 totaled $463,483 and $491,254, respectively.

The Organization also had building refinancing costs of $17,730 during the year ended June 30, 2014. Amortization expense and accumulated amortization for the year ended June 30, 2018 totaled $887 and $5,025, respectively. Amortization expense and accumulated amortization for the year ended June 30, 2017 totaled $887 and $4,138, respectively.

NOTE 6. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2018 and 2017 consisted of the following:

	2018	2017
Note payable with the USDA requiring 360 monthly installments of $1,496, including interest at 4.5% per annum. The property was sold and the loan was paid in full during 2018.	$ -	$ 108,127

Note payable with the USDA requiring 360 monthly installments of $1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	138,225	150,935
Note payable with the USDA requiring 360 monthly installments of $292, including interest at 4.75% per annum. The property was sold and loan was paid in full during 2018.	-	29,633
Note payable with the USDA requiring 360 monthly installments of $74, including interest at 4.75% per annum. The property was sold and loan was paid in full during 2018.	-	8,103
Note payable with a bank requiring 120 monthly installments of $3,033, including interest at 4.69% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	349,131	368,428
Note payable with a bank requiring 60 monthly installments of $459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan during the year ended June 30, 2016. Final installment due April 2021. See **Note 8**.	14,500	19,144
Note payable to a non-profit organization (related party), monthly principal payments of $1,533. Final installment due October 2018. A portion of the note payable was forgiven by the non-profit organization during the year ended June 30, 2017. See **Note 16**.	-	24,533
Note payable to a financing company requiring 72 monthly installments of $312, including interest at 5.49% per annum. Secured by the Organization's vehicle. Final installment due August 2021.	10,874	13,934
Note payable to a financing company requiring 72 monthly installments of $313, including interest at 5.54% per annum. Secured by the Organization's vehicle. Final installment due July 2021.	10,637	13,715
Note payable to a financing company requiring 60 monthly installments of $143, including interest at 5.99% per annum. Secured by the Organization's vehicle. Final installment due November 2020.	3,863	5,306

Note payable to a financing company requiring 72 monthly installments of $248, including interest at 6.10% per annum. Secured by the Organization's vehicle. Final installment due February 2023.	12,041	14,207
Note payable with a bank requiring 60 monthly installments of $4,518, including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final balloon payment was due December 2017. The loan was refinanced in March 2018. It requires 60 monthly installments of $2,512, including interest at 5.51% per annum. Final balloon payment is due in March 2023.	403,244	417,421
Bond payable with a bank requiring monthly installments of $14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate as of March 2017 of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,719,260	2,801,159
Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principal amortization and will be forgiven after 40 years, or in August 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principal amortization. Payments are deferred for 40 years, final payment due in August 2047.	250,000	250,000
	5,529,375	5,842,245
Less current portion due within one year	(142,733)	(587,809)
	$ 5,386,642	$ 5,254,436

The scheduled maturities of long term debt as of June 30, 2018 were as follows:

Years ending June 30	Amount
2019	$ 142,733
2020	148,501
2021	437,412
2022	123,200
2023	485,560
Thereafter	4,191,969
	$ 5,529,375

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first four notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance. Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment.

NOTE 7. CAPITAL LEASE OBLIGATIONS

During the year ended June 30, 2016, the Organization leased a phone system and copier under the terms of capital leases, expiring in November 2020 and March 2021, respectively. During the year ended June 30, 2017, the Company leased an additional copier under the terms of a capital lease, expiring in May 2021. The assets and liabilities under the capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are depreciated over their estimated lives.

The obligations included in capital leases at June 30, 2018 and 2017, consisted of the following:

	2018	2017
Lease payable to a financing company with monthly installments of $208 for principal and interest at 9.5% per annum. The lease is secured by the phone system and will mature in November 2020.	$ 5,362	$ 7,246
Lease payable to a financing company with monthly installments of $122 for principal and interest at 8.841% per annum. The lease is secured by a copier and will mature in March 2021.	3,467	4,570

Lease payable to a financing company with monthly installments of $122 for principal and interest at 8.918% per annum. The lease is secured by a copier and will mature in May 2021.	3,842	4,911
	12,671	16,727
Less current portion	(4,445)	(4,057)
	$ 8,226	$ 12,670

The scheduled maturities of capital lease obligations as of June 30, 2018 were as follows:

Years ending June 30	Amount
2019	$ 4,445
2020	4,870
2021	3,356
	$ 12,671

NOTE 8. DEMAND NOTE PAYABLE

The Organization has available a $750,000 line of credit with TD Bank which is secured by real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 5.00% per annum, and totaled $316,000 and $400,000 at June 30, 2018 and 2017, respectively. The line is subject to renewal each January.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2018 and 2017, the outstanding debt totaled $200,022 and $271,434, respectively, which included accrued interest of $22 and $21,434, respectively. During the year ended June 30, 2017 there was an amendment to the original agreement. The Organization is not required to make payments of interest or principal prior to maturity. The unsecured revolving line of credit matures in November 2019.

NOTE 9. OPERATING LEASES

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2018 and 2017, the annual rent expense for leased facilities totaled $165,227 and $163,025, respectively.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2018, are as follows:

Years ending June 30	Amount
2019	$ 157,610
2020	43,441
2021	39,611
2022	3,301
	$ 243,963

NOTE 10. IN-KIND CONTRIBUTIONS

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, transportation and elder programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and elder programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

NOTE 11. CONCENTRATION OF RISK

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2018 and 2017, approximately $13,773,803 (75%) and $12,128,016 (71%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2018 and 2017 approximately 69% for each year, respectively, of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.
The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In

addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

NOTE 12. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services as of June 30, 2018 and 2017:

	2018	2017
Temporary Municipal Funding	$ 212,207	$ 205,804
Restricted Buildings	190,049	94,239
10 Bricks Shelter Funds	142,190	141,190
FAP	136,614	87,991
IDN Capacity Fund	32,194	15,066
Homeless Programs	27,680	36,856
FAP/EAP	23,249	11,735
Loans - HSGP	21,454	24,261
USDA	10,332	7,252
Loans - HHARLF	6,967	10,884
RSVP Program Funds	5,021	3,675
Head Start	4,172	973
Community Needs Assessment	4,076	-
Donations to Maple Fund	1,586	1,246
NH Charitable Foundation Grant, Mt. Jasper	-	32,653
Service Link	-	12,123
L. CHIP – Brown Co. House	-	8,236
Donations to Mahoosuc Trail	-	6,842
Julien Fund (AOD)	-	1,175
Angelias Fund (AOD)	-	235
EAP	-	164
Total temporarily restricted net assets	$ 817,791	$ 702,600

NOTE 13. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization receives funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

Loss Contingencies

During the year ended June 30, 2018, legal actions were brought against the Organization. Due to the uncertainty of the outcome of such cases as of June 30, 2018, as well as the uncertainty of the Organization's potential liability, no amount has been accrued by the Organization at this time.

NOTE 14. RELATED PARTY TRANSACTIONS

As disclosed in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** and **Note 16** for terms of the note payables and related forgiveness of debt. The Organization had a note payable to a related party in the amount of $24,533 at June 30, 2017. The note payable was paid in full during 2018.

NOTE 15. RESIDUAL RECEIPTS ACCOUNT

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. During the year ended June 30, 2017, HUD approved a withdrawal from the residual receipt account in the amount of $13,205 for an energy efficiency project. There were no withdrawals from the residual receipts account for the year ended June 30, 2018. Residual receipts of $21,326 and $1,847 were held in a segregated account for the years ended June 30, 2018 and 2017, respectively.

NOTE 16. FORGIVENESS OF DEBT

During the year ended June 30, 2017, the Organization realized forgiveness of debt income in connection with a note payable to a non-profit organization. Forgiveness of debt income totaled $25,912 for the year ended June 30, 2017.

NOTE 17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 19, 2018, the date the financial statements were available to be issued.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2018

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Health and Human Services				
Head Start	93.600		01CH10000-03-00	$ 1,404,182
Head Start	93.600		01CH10000-04-00	993,408
			TOTAL	2,397,590
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-16B1NHLIEA	294,014
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-17B1NHLIEA	5,278,727
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-16B1NHLIEA	4,102
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-1701NHLIE4	183,818
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-1801NHLIE4	37,908
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-17B1NHLIEA 1056420	231,155
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-16B1NHLIEA 1056420	420,826
			TOTAL	6,451,350
AGING CLUSTER				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	17AANHT3SP	8,111
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels)	93.044	State of New Hampshire Department of Health and Human Services	512-500352	101,820
			TOTAL	109,931
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	541-500383	272,095
Nutrition Services Incentive Program (NSIP)	93.053	State of New Hampshire Department of Health and Human Services	NONE	94,579
			CLUSTER TOTAL	476,605
Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	102-500731	537,911
TANF CLUSTER				
Temporary Assistance for Needy Families (NHEP Workplace Success)	93.558	Southern New Hampshire Services, Inc.	13-DHHS-BWW-CSP-05	300,103
Temporary Assistance for Needy Families (JARC)	93.558	State of New Hampshire Department of Health and Human Services	102-500731	24,800
			CLUSTER TOTAL	324,903
Preventative Health & Human Services Block Grant - Oral Health	93.758	State of New Hampshire Department of Health and Human Services	90072003	14,434
HIV Care Formula Grants (Ryan White Care Program)	93.917	State of New Hampshire Department of Health and Human Services	530-500371	8,455
National Family Caregiver Support, Title III, Part E (Family Caregiver)	93.052	State of New Hampshire Department of Health and Human Services	570-500929	24,030
MEDICAID CLUSTER				
Medical Assistance Program (Options Counseling and I&R #7)	93.778	State of New Hampshire Department of Health and Human Services	530-500734	70,784
Social Services Block Grant (Title XX I&R)	93.667	State of New Hampshire Department of Health and Human Services	545-500387	6,244
Social Services Block Grant (Guardianship)	93.667	State of New Hampshire Department of Health and Human Services	544-500388	83,719
Social Services Block Grant (Title XX HD miles)	93.667	State of New Hampshire Department of Health and Human Services	102-500731	39,399
			TOTAL	129,362
State Health Insurance Assistance Program	93.324	State of New Hampshire Department of Health and Human Services	102-500734	8,863
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)	93.048	State of New Hampshire Department of Health and Human Services	102-500734	6,096
Medicare Enrollment Assistance Program (MIPPA)	93.071	State of New Hampshire Department of Health and Human Services	102-500734	2,847
Promoting Safe and Stable Families/Family Violence Prevention and Services/Discretionary	93.556 & 93.582	State of New Hampshire Coalition against Domestic and Sexual Violence	SPIROV	53,041
Preventative HHS Block Grant & Injury Prevention and Control Research	93.136 & 93.758	State of New Hampshire Coalition against Domestic and Sexual Violence	NONE	8,900
Block Grants for Prevention and Treatment of Substance Abuse	93.959	State of New Hampshire Division of Public Health Services	05-95-48-481510	92,358
Projects for Assistance in Transition from Homelessness (PATH)	93.150	State of New Hampshire Bureau of Homelessness and Housing	500731-102	79,624
Total U.S. Department of Health and Human Services				$ 10,885,453

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2019

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Service	EE0008189	$ 253,133
Total U.S. Department of Energy				$ 253,133
U.S. Corporation for National and Community Service				
Retired and Senior Volunteer Program	94.002		16SRANH001	$ 83,512
Total U.S. Corporation for National and Community Service				$ 83,512
U.S. Department of Agriculture				
FOOD DISTRIBUTION CLUSTER				
Emergency Food Assistance Program (Administration Costs)	10.568	BMCAP	81790000	$ 2,360
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education	NONE	134,760
Total U.S. Department of Agriculture				$ 137,120
U.S. Department of Homeland Security				
Emergency Management Performance Grants (FEMA)	97.042			$ 20,754
Total U.S. Department of Homeland Security				$ 20,754
U.S. Department of Justice				
Grants to Encourage Arrest Program (GTEAP)	16.590	State of New Hampshire Coalition against Domestic and Sexual Violence	2014-WE-AX-0036	$ 1,274
Crime Victim Assistance (VOCA)	16.575	State of New Hampshire Coalition against Domestic and Sexual Violence	NONE	119,085
Sexual Assault Services Formula Program (SASP)	16.017	State of New Hampshire Coalition against Domestic and Sexual Violence	2017-KF-AX-0019	15,851
Total U.S. Department of Justice				$ 136,210
U.S. Department of Transportation				
Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation	NH-18-X046	$ 277,148
TRANSIT SERVICES PROGRAMS CLUSTER				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation	NH-65-X004	31,528
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS. NCC)	20.513	State of New Hampshire Department of Transportation	NH-18-X043	40,059
			CLUSTER TOTAL	71,587
Total U.S. Department of Transportation				$ 348,735
U.S. Department of Housing and Urban Development				
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	102-500731	$ 31,317
Continuum of Care Program (HOP)	14.267	State of New Hampshire Department of Health and Human Services	NH0098L1T001500	130,821
Total U.S Department of Housing and Urban Development				$ 162,138

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2018

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER	FEDERAL EXPENDITURES
U.S. Department of Labor				
WIA/WIOA CLUSTER				
WIA/WIOA Adult Program	17.258	Southern New Hampshire Services, Inc.	2015-0004	$ 52,339
WIA/WIOA Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services, Inc.	2015-0004	48,495
Total U.S. Department of Labor			CLUSTER TOTAL	$ 100,834
TOTAL EXPENDITURES OF FEDERAL AWARDS				$ 11,927,889
NON-FEDERAL				
NH Public Utilities Commission - Electrical Assistance Program		BMCAP	TOTAL NON-FEDERAL	$ 273,132

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S.Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE C - INDIRECT RATE

Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 19, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

October 19, 2018
North Conway, New Hampshire

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2018. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

Report on Internal Control over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

October 19, 2018
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2018

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.

2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.*

3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance in Accordance with the Uniform Guidance.*

5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.

6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.

7. The programs tested as major programs included:

   U.S. Dept. of Health & Human Services, LIHEAP – CFDA #93.568

   U.S. Dept. of Health & Human Services, TANF Cluster – CFDA #93.558

   Electrical Assistance Program (Non-Federal) – NH Public Utilities Company

8. The threshold for distinguishing Type A and B programs was $750,000.

9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

COMMUNITY ACTION
TRI-COUNTY CAP

BOARD OF DIRECTORS
FY2019

COÖS COUNTY

Board Chair
Sandy Alonzo

Treasurer
Cathy Conway

Secretary
Gary Coulombe

CARROLL COUNTY

Anne Barber

Michael Dewar

Vice Chair
Dino Scala

Karolina Brzozowska

GRAFTON COUNTY

Linda Massimilla

Tricia Garisson

Richard McLeod

Jeanne L. Robillard

CORE STRENGTHS

Program development, management and administration • Community collaborations
Development of policy, protocol, and service delivery to meet funder standards
Grant writing and management • Budget performance and financial reporting
Innovative solutions & problem solving • Capacity building
Professional presentations • Public speaking
Dedication • Imagination • Determination • Fortitude

PROFESSIONAL EXPERIENCE

Tri-County Community Action Programs, Inc.
Chief Executive Officer
Berlin, NH current FT employment

Tri-County Community Action Programs, Inc.
Chief Operating Officer
Berlin, NH 2016 - 2018
Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

Tri-County Community Action Programs, Inc.
Division Director: TCCAP Prevention Services
Berlin, NH 2015- 2016
Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

Tri-County Community Action Programs, Inc.
Program/Division Director: Support Center at Burch House
Littleton, New Hampshire 2007- 2015
Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

Bookkeeper: Women's Rural Entrepreneurial Network (WREN)
Bethlehem, NH current PT employment
Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

Tri-County Community Action Programs, Inc.
Direct Services/Volunteer Coordinator: Support Center at Burch House
Littleton, New Hampshire 1997 to 2007
Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12 ; provide on-call coverage of crisis line

Director: Haverhill Area Juvenile Diversion Program
Woodsville, New Hampshire 1999-2001
Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter
Jefferson, New Hampshire 1996-1999
Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

Education

BS in Human Services, Springfield College School of Human Services, Boston, MA
Criminal Justice Concentration, *Graduated with 4.0 GPA*

AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)
Southern Connecticut Community College, New Haven, CT

Additional Skills, Professional Leadership and Civic Affiliations

- Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected *2006-2010*
- Chairman, Arts Alliance of Northern New Hampshire *2000-2003, Treasurer 1996-1998*
- Chairman, Haverhill Area Family Violence Council *1998-2003*
- Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- Board Member, Women's Rural Entrepreneurial Network *2014; Individual Member 2008-2017*
- Bethlehem Planning Board *2010 - 2015*
- Bethlehem Conservation Commission *2006 - current*
- Granite United Way, North Country Cabinet Member *2011-2012*
- TCCAP: Commendation- Division Director Award, *2011*
- Bethlehem Citizen's Advisory Committee on Recycling *2007-2010*
- Licensed Foster Parent, State of NH *2000-2006*
- Small Business Owner : Aurora Energies *2015- current*
- Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist *1997- current*
- Member, United States Figure Skating Association/International Skating Institute *current since 1993*

RANDALL S. PILOTTE

SUMMARY

Accounting professional with over 29 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax
Budgeting	Cash Flow Management	Audits	Forecasting

EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH — 06/2013-Present

CFO (2017 – Present)
Work closely with the CEO, Treasurer and Finance Committee to identify performance goals for the Agency and to maintain systems to monitor performance against those goals. Plan, direct, coordinate, implement and evaluate the financial management systems and activities of the Agency with a budget of $18M.

- Prepare/provides complete and accurate financial, statistical, and accounting records for the Agency and outside regulatory agencies.
- As a member of the senior management team, assists in the formulation and execution of corporate finance policies, objectives and programs.
- Prepares program and agency budgets in conjunction with the CEO and Program Directors. Plan, direct, coordinate, implement and evaluate fiscal performance reviews of Tri-County CAPs divisions.
- Hire, train, direct and evaluate employee performance within the department; recommend promotions and salary adjustments.
- Provides supervision and direction for the Facilities Management Team, ensuring that all mortgages, leases and covenants are maintained for Tri-County CAP's facilities. Creation of five-year capital plan.
- Reviews cash flows for each division, monitor cash management practices, and monitor investments associated with each property.
- Prepared five-year debt reduction plan.

Fiscal Director/Interim CFO (2016 – 2017)

- Direct and manage a fiscal staff of 5 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

Accounting Manager (2015-2016)

Sr. Accountant (2013-2014)

KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH 03/1989-09/2010

Assistant Controller (2005-2010)

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statement in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of $200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.
- Oversaw all aspects of proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors' requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

Accounting Manager (1999-2005)

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

Accountant/Payroll Supervisor (1994-1999)

Accountant (1989-1994)

NORTHERN TELECOM, INC., Concord, NH 05/1987-03/1989

Associate Results Accountant (1988-1989)

Accounts Payable (1987-1988)

EDUCATION

Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH

REGAN L. PRIDE

SUMMARY

My experience spans the fields of engineering, computer technology, education, and public administration. In each of these environments I have had hands-on involvement in computer usage, support, and IT decision making. This unique combination brings a wide array of knowledge and skills to the table for your organization. I am a team player, a patient trainer, and adept at interpersonal relations.

REVELANT KNOWLEDGE AND SKILL AREAS

- Confidence in public speaking for business and technical applications, and instructional settings
- Strong writing skills and interpersonal communication skills, ability to teach others, and build consensus
- Approachable, warm and personable style in teaching classes and interacting with colleagues
- Robust education in mathematics, engineering and general science topics
- Familiar with H.232 videoconferencing systems
- Fluency with entire Microsoft Office application suite.
- Fluency with AutoCAD computer-aided drafting software
- Familiarity with ArcView GIS software.
- Familiar with Avante Enterprise Resource Planning software
- Familiar with BMSI fund accounting and Avitar assessing/tax billing software
- Adept at Macromedia/Adobe Dreamweaver MX web site design software

WORK EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, Berlin, NH
TITLE: Chief Operations Officer, March 2018-present
Supervisor for Weatherization, Energy Assistance & Elder Services, IT, Head Start, and Transportation programs. Responsible for overseeing daily operations of the agency. Closely involved with agency budgeting activities. Reports to the CEO.

NORTH COUNTRY COUNCIL REGIONAL PLANNING COMISSION, Littleton, NH
TITLE: Planner, 2012-2013 + 2015-2018
Conducted "Full Cost Accounting" studies of municipal solid waste department operations as part of USDA Rural Development grant project. Also organized study groups on the topics of medicine disposal and household hazardous waste disposal. Created pilot programs to reduce & divert food waste from landfills in 4 communities. Assisted in compilation of the Fair Housing Equity Assessment component of regional plan update under the Granite State Future project grant.

2013-2014
INNOVATIVE STRUCTURAL BUILDING PRODUCTS
TITLE: **Project Manager**
Performed a variety of functions including business plan preparation and product development associated with a start-up company in the engineered wood sheathing industry. I created engineering drawings, built and tested prototypes, and assisted in marketing activities.

2000 – Present
ICANTOO ENTERPRISES, Lisbon, NH
TITLE: **Owner, Computer Applications Consulting**
Assistance and training with business and technical applications. Created customized solutions involving AutoCAD, MS Work, MS Excel, MS Access software applications. I also perform web site HTML and CGI development, hardware setup, upgrades, and troubleshooting.
Recent clients/projects include:

- New England Electric Wire Corp – Implementation of Avante MRP & APS scheduling software, computerized WIP labeling system, computer workstation installations, user/operator training.
- Littleton, NH Senior Softball League – custom programming and support of statistical software
- Louisiana Corporate Credit Union – Web site design and maintenance.

2006 – 2012
TOWN OF LISBON, NH, Lisbon, NH
TITLE: **Town Administrator, CPM**
Prepared annual town budgets and performed presentations at budget hearings and town meeting. Prepared annual financial reports (MS-2, MS-4, MS-6) for the town. Generated tax warrants, and water/sewer warrants. Analyzed water/sewer revenues and developed rate structure to balance department's budget. Performed the functions of financial administration, personnel management, grant administration, welfare administration, emergency management, and project management.

2004 – 2006
NEW ENGLAND CATHETER CORPORATION, Lisbon, NH
(Subsidiary of New England Wire Technologies)
TITLE: **Engineer, Medical Products**
Performed process engineering support in the manufacture of wire-reinforced medical tubing including; equipment specification, process/procedure development, tooling design, and statistical data analysis. Developed customized spreadsheets for product design, and manufacturing process control. I was also employed with the parent company as an engineer/CAD operator from **1990 to 2000**. While in this capacity, I led personal computer users groups, installed the first Ethernet network in the company engineering department, and developed computer file management systems and backup routines.

2002 – 2004
SCHOOL ADMINISTRATIVE UNIT 35, Littleton, NH
TITLE: **Distance Learning Coordinator**
This position involved collaboration with teachers and staff to develop interactive educational programs utilizing distance learning/videoconferencing technology. Programs were distributed between three high school campuses. Duties included setup, configuration, operation and maintenance of videoconferencing endpoints, and operation of bridge/gateway at central office. I served as webmaster for SAU website. I also performed various computer support duties.

EDUCATION/CERTIFICATIONS

NH Bureau of Education and Training
CPM Certificate (Certified Pubic Manager)

University of California at Berkeley, Engineering Department
92 semester credits in Mechanical Engineering Major

CONTINUTING EDUCATION

- NH Certified Public Supervisor program
- Radvision H.232 technician course
- Six Sigma process control course by Boston Scientific Corp.
- Extrusion Theory course at University of Massachusetts, Lowell

PROFESSIONAL & CIVIC ASSOCIATIONS

- Board of Directors, North Country Council Regional Planning Commission, Bethlehem, NH; 2007-present. Served as chairman in 2011.
- Grafton-Coos Regional Coordinating Council (for public transit); Littleton, NH; 2009-2012
- Member of NHMMA, NHGFOA, NHLWAA – 2006-2012
- Board of Selectman, Lisbon, NH March 2000-2006. Served as chairman from 2002 to 2006.
- Board of Directors, Lisbon Main Street, Inc., Lisbon, NH; 2008-2012;
- Economic Restructuring Committee of Lisbon Main Street, Inc., 2002-present; chair since Oct. 2009
- Member of Granite State Distance Learning Network, 2002-2004

REFERENCES

Professional references shall be produced upon request and presented at time of interview.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jeanne Robillard	Chief executive Officer	$115,000		
Randall Pilotte	Chief Financial Officer	$75,000		
Regan Pride	Chief Operating Officer	$70,000		

23 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301-3587
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November 2, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $8,597,592 from $17,667,902 to an amount not to exceed $26,265,494 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, **retroactive** to July 1, 2017 effective upon Governor and Executive Council. The original agreements were approved by Governor and Executive Council on December 21, 2016 (Item # 15) and the contract with Rockingham Nutrition Meals on Wheels was amended on June 7, 2017 (Item #13). 43% General Funds/ 57% Federal Funds.

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757	$1,491,912	$4,557,669
Community Action Partnership of Strafford County	177200	Dover	$69,513	$33,780	$103,293
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629	$91,665	$280,294
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814	$1,151,539	$3,518,353
Greater Wakefield Resource Center	158408	Union	$30,800	$14,992	$45,792
Lamprey Health Care	177677	Newmarket	$118,560	$57,579	$176,139
Newport Senior Center	177250	Newport	$1,272,754	$619,398	$1,892,152
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279	$363,251	$1,109,530

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064	$1,396,238	$4,265,302
Southwestern Community Services	177511	Keene	$117,031	$56,890	$173,921
St Joseph Community Services	155093	Merrimack	$2,999,190	$1,459,761	$4,458,951
Strafford Nutrition MOW	260818	Somersworth	$774,098	$376,787	$1,150,885
The Gibson Center for Senior Services	155344	North Conway	$506,402	$246,440	$752,842
Tri-County Community Action Program	177195	Berlin	$1,403,957	$683,006	$2,086,963
VNA at HCS	177274	Keene, NH	$1,139,054	$554,354	$1,693,408
		Total:	**$17,667,902**	**$8,597,592**	**$26,265,494**

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated in each year of the biennium (State Fiscal Years 2018 and 2019) a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services in HB144. The Department is amending the contracts to increase the per meal and per client per date transportation rates. The purpose of this request is to increase the price limitation and extend the completion date in order for the vendors to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will

prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services.

These contracts were selected through a competitive bid process. Sixteen (16) agreements were originally approved by the Governor and Executive Council, one (1) of which (City of Nashua) will be put before the Governor and Executive Council at a later date.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement includes the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for nine (9) months, leaving an additional one (1) year and three (3) months of renewal.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates paid for Nutrition and Transportation Services, and its inclusion of funding in the current biennium to support these increases will be unfulfilled.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,

Christine L. Santaniello
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,614.60		$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50		$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50		$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20	$12,514.04	$261,743.24
541-500383	Meals - Congregate	2018	$327,189.50	$16,656.92	$343,846.42
544-500386	Meals - Home Delivered	2018	$669,515.00	$34,084.40	$703,599.40
512-500352	Transportation of Clients	2019	$62,307.30	$199,435.94	$261,743.24
541-500383	Meals - Congregate	2019	$81,796.00	$262,050.42	$343,846.42
544-500386	Meals - Home Delivered	2019	$167,381.50	$536,217.90	$703,599.40
		Subtotal	***$2,180,388.10***	***$1,060,959.62***	***$3,241,347.72***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,893.80		$53,893.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$107,787.60	$5,412.12	$113,199.72
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$26,946.90	$86,252.82	$113,199.72
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,845.40		$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00		$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50		$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10	$1,288.77	$26,955.87
541-500383	Meals - Congregate	2018	$93,500.00	$4,760.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$130,795.50	$6,658.68	$137,454.18
512-500352	Transportation of Clients	2019	$6,422.70	$20,533.17	$26,955.87
541-500383	Meals - Congregate	2019	$23,375.00	$74,885.00	$98,260.00
544-500386	Meals - Home Delivered	2019	$32,697.50	$104,756.68	$137,454.18
		Subtotal	***$437,453.70***	***$212,882.30***	***$650,336.00***

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,129.90		$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50		$187,621.50
544-500386	Meals - Home Delivered	2017	$161,073.00		$161,073.00
512-500352	Transportation of Clients	2018	$366,236.10	$18,389.07	$384,625.17
541-500383	Meals - Congregate	2018	$375,243.00	$19,103.28	$394,346.28
544-500386	Meals - Home Delivered	2018	$322,146.00	$16,400.16	$338,546.16
512-500352	Transportation of Clients	2019	$91,553.10	$293,072.07	$384,625.17
541-500383	Meals - Congregate	2019	$93,813.50	$300,532.78	$394,346.28
544-500386	Meals - Home Delivered	2019	$80,536.50	$258,009.66	$338,546.16
		Subtotal	***$1,861,352.60***	***$905,507.02***	***$2,766,859.62***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			
541-500383	Meals - Congregate	2017	$8,800.00		$8,800.00
544-500386	Meals - Home Delivered	2017			
512-500352	Transportation of Clients	2018			
541-500383	Meals - Congregate	2018	$17,600.00	$896.00	$18,496.00
544-500386	Meals - Home Delivered	2018			
512-500352	Transportation of Clients	2019			
541-500383	Meals - Congregate	2019	$4,400.00	$14,096.00	$18,496.00
544-500386	Meals - Home Delivered	2019			
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,872.80		$33,872.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$67,745.60	$3,387.28	$71,132.88
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,941.60	$54,191.28	$71,132.88
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.80		$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00		$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50		$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60	$3,888.92	$81,340.52
541-500383	Meals - Congregate	2018	$160,726.50	$8,182.44	$168,908.94
544-500386	Meals - Home Delivered	2018	$249,909.00	$12,722.64	$262,631.64
512-500352	Transportation of Clients	2019	$19,362.90	$61,977.62	$81,340.52
541-500383	Meals - Congregate	2019	$40,183.00	$128,725.94	$168,908.94
544-500386	Meals - Home Delivered	2019	$62,480.00	$200,151.64	$262,631.64
		Subtotal	***$854,159.30***	***$415,649.20***	***$1,269,808.50***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$62,777.00		$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50		$71,857.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$125,554.00	$6,391.84	$131,945.84
544-500386	Meals - Home Delivered	2018	$143,715.00	$7,316.40	$151,031.40
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$31,388.50	$100,557.34	$131,945.84
544-500386	Meals - Home Delivered	2019	$35,931.50	$115,099.90	$151,031.40
		Subtotal	***$471,223.50***	***$229,365.48***	***$700,588.98***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,844.00		$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00		$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00		$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60	$9,104.25	$190,781.85
541-500383	Meals - Congregate	2018	$247,500.00	$12,600.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$663,674.00	$33,787.04	$697,461.04
512-500352	Transportation of Clients	2019	$45,416.80	$145,365.05	$190,781.85
541-500383	Meals - Congregate	2019	$61,875.00	$198,225.00	$260,100.00
544-500386	Meals - Home Delivered	2019	$165,918.50	$531,542.54	$697,461.04
		Subtotal	***$1,912,492.90***	***$930,623.88***	***$2,843,116.78***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,001.60		$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50		$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00		$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80	$2,499.64	$52,492.44
541-500383	Meals - Congregate	2018	$317,075.00	($116,798.00)	$200,277.00
544-500386	Meals - Home Delivered	2018	$981,794.00	$182,922.24	$1,164,716.24
512-500352	Transportation of Clients	2019	$12,500.80	$39,991.64	$52,492.44
541-500383	Meals - Congregate	2019	$79,271.50	$121,005.50	$200,277.00
544-500386	Meals - Home Delivered	2019	$245,448.50	$919,267.74	$1,164,716.24
		Subtotal	***$2,360,518.70***	***$1,148,888.76***	***$3,509,407.46***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,440.70		$33,440.70
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$66,881.40	$3,358.18	$70,239.58
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,708.50	$53,531.08	$70,239.58
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,860.60		$19,860.60
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$39,721.20	$1,994.44	$41,715.64
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$9,930.30	$31,785.34	$41,715.64
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$27,973.00		$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50		$129,233.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$55,940.50	$2,847.88	$58,788.38
544-500386	Meals - Home Delivered	2018	$258,467.00	$13,158.32	$271,625.32
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$13,986.50	$44,801.88	$58,788.38
544-500386	Meals - Home Delivered	2019	$64,619.50	$207,005.82	$271,625.32
		Subtotal	***$550,220.00***	***$267,813.90***	***$818,033.90***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00		$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00		$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00		$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00	$10,249.00	$215,229.00
541-500383	Meals - Congregate	2018	$155,732.50	$7,928.20	$163,660.70
544-500386	Meals - Home Delivered	2018	$305,140.00	$15,534.40	$320,674.40
512-500352	Transportation of Clients	2019	$51,245.00	$163,984.00	$215,229.00
541-500383	Meals - Congregate	2019	$38,934.50	$124,726.20	$163,660.70
544-500386	Meals - Home Delivered	2019	$76,285.00	$244,389.40	$320,674.40
		Subtotal	***$1,165,246.00***	***$566,811.20***	***$1,732,057.20***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.10		$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50		$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00		$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50	$2,909.55	$60,856.05
541-500383	Meals - Congregate	2018	$146,547.50	$7,460.60	$154,008.10
544-500386	Meals - Home Delivered	2018	$237,484.50	$12,090.12	$249,574.62
512-500352	Transportation of Clients	2019	$14,480.70	$46,375.35	$60,856.05
541-500383	Meals - Congregate	2019	$36,635.50	$117,372.60	$154,008.10
544-500386	Meals - Home Delivered	2019	$59,372.50	$190,202.12	$249,574.62
		Subtotal	***$773,473.80***	***$376,410.34***	***$1,149,884.14***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
		Subtotal	***$13,091,059.60***	***$6,369,816.24***	***$19,460,875.84***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50		$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00	$25,756.08	$531,679.08
544-500386	Meals Home Delivered	2019	$126,483.50	$405,195.58	$531,679.08
		Subtotal	***$885,368.00***	***$430,951.66***	***$1,316,319.66***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00		$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50	$2,005.64	$41,402.14
544-500386	Meals Home Delivered	2019	$9,850.50	$31,551.64	$41,402.14
		Subtotal	***$68,948.00***	***$33,557.28***	***$102,505.28***

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

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00		$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50	$14,704.20	$303,536.70
544-500386	Meals Home Delivered	2019	$72,209.50	$231,327.20	$303,536.70
		Subtotal	***$505,461.00***	***$246,031.40***	***$751,492.40***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50		$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00	$12,177.20	$251,372.20
544-500386	Meals Home Delivered	2019	$59,801.50	$191,570.70	$251,372.20
		Subtotal	***$418,594.00***	***$203,747.90***	***$622,341.90***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50		$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50	$8,001.56	$165,175.06
544-500386	Meals Home Delivered	2019	$39,292.00	$125,883.06	$165,175.06
		Subtotal	***$275,055.00***	***$133,884.62***	***$408,939.62***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00		$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00	$27,827.52	$574,439.52
544-500386	Meals Home Delivered	2019	$136,653.00	$437,786.52	$574,439.52
		Subtotal	***$956,571.00***	***$465,614.04***	***$1,422,185.04***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00		$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50	$18,579.40	$383,531.90
544-500386	Meals Home Delivered	2019	$91,239.50	$292,292.40	$383,531.90
		Subtotal	***$638,671.00***	***$310,871.80***	***$949,542.80***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00		$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00	$6,512.80	$134,442.80
544-500386	Meals Home Delivered	2019	$31,982.50	$102,460.30	$134,442.80
		Subtotal	***$223,877.50***	***$108,973.10***	***$332,850.60***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50		$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50	$6,944.28	$143,349.78
544-500386	Meals Home Delivered	2019	$34,100.00	$109,249.78	$143,349.78
		Subtotal	***$238,711.00***	***$116,194.06***	***$354,905.06***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50		$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00	$10,634.96	$219,535.96
544-500386	Meals Home Delivered	2019	$52,228.00	$167,307.96	$219,535.96
		Subtotal	***$365,579.50***	***$177,942.92***	***$543,522.42***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Subtotal	***$4,576,836.00***	***$2,227,768.78***	***$6,804,604.78***

Summary by Vendor by Year

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,931.10	$0.00	$875,931.10
		2018	$1,751,856.70	$89,011.44	$1,840,868.14
		2019	$437,968.30	$1,402,899.84	$1,840,868.14
		Subtotal	***$3,065,756.10***	***$1,491,911.28***	***$4,557,667.38***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,893.80	$0.00	$53,893.80
		2018	$107,787.60	$5,412.12	$113,199.72
		2019	$26,946.90	$86,252.82	$113,199.72
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,696.90	$0.00	$144,696.90
		2018	$289,359.10	$14,713.09	$304,072.19
		2019	$72,345.70	$231,726.49	$304,072.19
		Subtotal	***$506,401.70***	***$246,439.58***	***$752,841.28***

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

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,243.40	$0.00	$676,243.40
		2018	$1,352,457.60	$68,596.71	$1,421,054.31
		2019	$338,112.60	$1,082,941.71	$1,421,054.31
		Subtotal	***$2,366,813.60***	***$1,151,538.42***	***$3,518,352.02***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$17,600.00	$896.00	$18,496.00
		2019	$4,400.00	$14,096.00	$18,496.00
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,872.80	$0.00	$33,872.80
		2018	$67,745.60	$3,387.28	$71,132.88
		2019	$16,941.60	$54,191.28	$71,132.88
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,643.80		$363,643.80
		2018	$727,282.10	$36,971.20	$764,253.30
		2019	$181,827.40	$582,425.90	$764,253.30
		Subtotal	***$1,272,753.30***	***$619,397.10***	***$1,892,150.40***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,224.00	$0.00	$213,224.00
		2018	$426,442.50	$21,709.80	$448,152.30
		2019	$106,612.00	$341,540.30	$448,152.30
		Subtotal	***$746,278.50***	***$363,250.10***	***$1,109,528.60***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,737.00	$0.00	$819,737.00
		2018	$1,639,463.60	$83,318.81	$1,722,782.41
		2019	$409,863.30	$1,312,919.11	$1,722,782.41
		Subtotal	***$2,869,063.90***	***$1,396,237.92***	***$4,265,301.82***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$856,915.10	$0.00	$856,915.10
		2018	$1,713,814.30	$87,203.28	$1,801,017.58
		2019	$428,460.30	$1,372,557.28	$1,801,017.58
		Subtotal	***$2,999,189.70***	***$1,459,760.56***	***$4,458,950.26***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,440.70	$0.00	$33,440.70
		2018	$66,881.40	$3,358.18	$70,239.58
		2019	$16,708.50	$53,531.08	$70,239.58
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,860.60	$0.00	$19,860.60
		2018	$39,721.20	$1,994.44	$41,715.64
		2019	$9,930.30	$31,785.34	$41,715.64
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,171.50	$0.00	$221,171.50
		2018	$442,337.50	$22,519.00	$464,856.50
		2019	$110,588.50	$354,268.00	$464,856.50
		Subtotal	***$774,097.50***	***$376,787.00***	***$1,150,884.50***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,134.50	$0.00	$401,134.50
		2018	$802,258.00	$40,655.88	$842,913.88
		2019	$200,564.50	$642,349.38	$842,913.88
		Subtotal	***$1,403,957.00***	***$683,005.26***	***$2,086,962.26***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,457.10	$0.00	$325,457.10
		2018	$650,879.50	$33,095.23	$683,974.73
		2019	$162,716.70	$521,258.03	$683,974.73
		Subtotal	***$1,139,053.30***	***$554,353.26***	***$1,693,406.56***

Summary for All Vendors by Year

		SFY	Current Budget	(Decrease)	Modified Budget
		2017	$5,048,022.30	$0.00	$5,048,022.30
		2018	$10,095,886.70	$512,842.46	$10,608,729.16
		2019	$2,523,986.60	$8,084,742.56	$10,608,729.16
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
7872-541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
7872-512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
7872-541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
7872-512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
7872-541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
9255-544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
9255-544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
9255-544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

7872-512-500352	Transportation of Clients	all	$2,616,837.60	$1,271,490.62	$3,888,328.22
7872-541-500383	Meals - Congregate	all	$3,539,585.50	$1,457,007.82	$4,996,593.32
7872-544-500386	Meals - Home Delivered	all	$6,934,636.50	$3,641,317.80	$10,575,954.30
9255-544-500386	Meals Home Delivered	all	$4,576,836.00	$2,227,768.78	$6,804,604.78
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Grand Total SFY17	2017	**$5,048,022.30**	**$0.00**	**$5,048,022.30**
Grand Total SFY18	2018	**$10,095,886.70**	**$512,842.46**	**$10,608,729.16**
Grand Total SFY19	2019	**$2,523,986.60**	**$8,084,742.56**	**$10,608,729.16**
Total Contract		**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment 1") dated this 2nd day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service rates, extend the completion date, and increase the price limitation.

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

1. Amend General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. Amend General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $683,006 from $1,403,957 to read $2,086,963.
3. Amend General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Delete Exhibit B-1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #1, Rate Sheet.
6. Add Exhibit K, DHHS Information Security Requirements.
7. Add Attachment A – Amendment #1.

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

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

State of New Hampshire
Department of Health and Human Services

11/14/17
Date

Christine L. Santaniello
Director

Tri-County Community Action Program, Inc.

11/09/17
Date

Name: Robert G. Boschen Jr.
Title: Chief Executive Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Coos on November 9th, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Suzanne C. French Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: June 19th, 2018

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

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date:

Name: Megan A. Lucy
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	12,401	$5.50	$ 68,205.50
Title IIIC HD Meals	Per Meal	27,740	$5.50	$ 152,570.00
Title IIIC Cong Meals	Per Meal	14,158	$5.50	$ 77,869.00
Title IIIB Transportation	PerClient/PerDay	2,770	$37.00	$ 102,490.00
			Subtotal	*$ 401,134.50*

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	24,801	$5.78	$ 143,349.78
Title IIIC HD Meals	Per Meal	55,480	$5.78	$ 320,674.40
Title IIIC Cong Meals	Per Meal	28,315	$5.78	$ 163,660.70
Title IIIB Transportation	PerClient/PerDay	5,540	$38.85	$ 215,229.00
			Subtotal	*$ 842,913.88*

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	24,801	$5.78	$ 143,349.78
Title IIIC HD Meals	Per Meal	55,480	$5.78	$ 320,674.40
Title IIIC Cong Meals	Per Meal	28,315	$5.78	$ 163,660.70
Title IIIB Transportation	PerClient/PerDay	5,540	$38.85	$ 215,229.00
			Subtotal	*$ 842,913.88*

Total	$ 2,086,962.26

Contractor Initials: RGB

Date: 11/07/17

DHHS INFORMATION SECURITY REQUIREMENTS

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this RFP, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:

   2.1. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

   2.2. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

   2.3. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.

   2.4. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

   2.5. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information

   2.6. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

      2.6.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

      Breach notifications will be sent to the following email addresses:

      2.6.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov

      2.6.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov

   2.7. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure

deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and vendor prior to destruction.

2.8. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.

3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.

4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.

Contractor Initials RGB

Date 11/05/17

Attachment A – Amendment #1

ATTESTATION

For Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit (per diem or per meal) rates or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the agency named below, I certify that the agency named below will use the increase in funding exclusively to increase service unit rates for the administration of the services listed on Exhibit B-1 - Amendment #1, Rate Sheet and that the state may request an audit of our records to confirm the same.

Robert G. Boschen Jr. Chief Executive Officer Tri-County Community Action Program, Inc.

Name, Title, and Agency Name

RAG/BJ

Signature

11/09/17

Date

15 mac

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

November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed $17,667,902 effective January 1, 2017; or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814
Greater Wakefield Resource Center	TBD	Union	$30,800
Lamprey Health Care	177677	Newmarket	$118,560
Newport Senior Center	177250	Newport	$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064
St Joseph Community Services	155093	Merrimack	$2,999,190
Strafford Nutrition MOW	260818	Somersworth	$774,098
Southwestern Community Services	TBD	Keene	$117,031
The Gibson Center for Senior Services	155344	North Conway	$506,402
Tri-County Community Action Program	TBD	Berlin	$1,403,957
VNA at HCS	177274	Keene, NH	$1,139,054
		Total:	**$17,667,902**

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

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

Nutrition and Transportation Services
RFA Name

RFA-2017-BEAS-06-NUTRI
RFA Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. CAP Belknap-Merrimack Counties, Inc.		150	150
2. CAP Strafford County		150	105
3. Easter Seals NH		150	142
4. Grafton County Senior Citizens Council, Inc.		150	150
5. Greater Wakefield Resource Center		150	105
6. Lamprey Health Care		150	150
7. Nashua Transit System		150	135
8. Newport Senior Center, Inc.		150	130
9. Ossipee Concerned Citizens, Inc.		150	125
10. Rockingham Nutrition Meals on Wheels		150	150
11. St. Joseph Community Services, Inc.		150	145

Reviewer Names

1. Tracey Tarr, Administrator II, Elderly & Adult Srvcs, DHHS
2. Jean Crouch, Supervisor VII, DEAS
3. Wendy Aultman, Administrator I DEAS
4.
5.
6.
7.
8.
9.

12. Strafford Nutrition Meals on Wheels		150	135
13. The Gibson Center for Senior Services, Inc		150	150
14. Tri County CAP, Inc.		150	150
15. VNA at HCS		150	130
16. Southwestern Community Services		150	120
17. 0		150	0
18. 0		150	0
19. 0		150	0
20. 0		150	0

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20
541-500383	Meals - Congregate	2018	$327,189.50
544-500386	Meals - Home Delivered	2018	$669,515.00
512-500352	Transportation of Clients	2019	$62,307.30
541-500383	Meals - Congregate	2019	$81,798.00
544-500386	Meals - Home Delivered	2019	$167,381.50
		Subtotal	$2,180,388.10

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$53,893.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$107,787.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$12,845.40
541-500383	Meals - Congregate	2017	$48,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10
541-500383	Meals - Congregate	2018	$93,600.00
544-500386	Meals - Home Delivered	2018	$130,795.50
512-500352	Transportation of Clients	2019	$6,422.70
541-500383	Meals - Congregate	2019	$24,375.00
544-500386	Meals - Home Delivered	2019	$32,697.50
		Subtotal	$437,453.70

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	[illegible]
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	[illegible]
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$1,861,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$0.00
541-500383	Meals - Congregate	2017	$8,800.00
544-500386	Meals - Home Delivered	2017	$0.00
512-500352	Transportation of Clients	2018	$0.00
541-500383	Meals - Congregate	2018	$17,600.00
544-500386	Meals - Home Delivered	2018	$0.00
512-500352	Transportation of Clients	2019	$0.00
541-500383	Meals - Congregate	2019	$4,400.00
544-500386	Meals - Home Delivered	2019	$0.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$33,872.80
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	$67,745.60
541-500383	Meals - Congregate	2018	[illegible]
544-500386	Meals - Home Delivered	2018	[illegible]
512-500352	Transportation of Clients	2019	$16,941.60
541-500383	Meals - Congregate	2019	[illegible]
544-500386	Meals - Home Delivered	2019	[illegible]
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00
544-500386	Meals - Home Delivered	2017	$124,994.50
512-500352	Transportation of Clients	2018	$77,451.60
541-500383	Meals - Congregate	2018	$160,732.00
544-500386	Meals - Home Delivered	2018	$249,909.00
512-500352	Transportation of Clients	2019	$19,362.90
541-500383	Meals - Congregate	2019	$40,183.00
544-500386	Meals - Home Delivered	2019	$62,480.00
		Subtotal	$854,159.30

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	[illegible]
541-500383	Meals - Congregate	2017	$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50
512-500352	Transportation of Clients	2018	[illegible]
541-500383	Meals - Congregate	2018	$125,554.00
544-500386	Meals - Home Delivered	2018	$143,715.00
512-500352	Transportation of Clients	2019	[illegible]
541-500383	Meals - Congregate	2019	$31,388.50
544-500386	Meals - Home Delivered	2019	$35,931.50
		Subtotal	$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60
541-500383	Meals - Congregate	2018	$247,500.00
544-500386	Meals - Home Delivered	2018	$663,674.00
512-500352	Transportation of Clients	2019	$45,416.80
541-500383	Meals - Congregate	2019	$61,875.00
544-500386	Meals - Home Delivered	2019	$165,918.50
		Subtotal	$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$25,001.60
541-500383	Meals - Congregate	2017	$156,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00
512-500352	Transportation of Clients	2018	$49,992.60
541-500383	Meals - Congregate	2018	$317,075.00
544-500386	Meals - Home Delivered	2018	$981,794.00
512-500352	Transportation of Clients	2019	$12,500.80
541-500383	Meals - Congregate	2019	$79,275.50
544-500386	Meals - Home Delivered	2019	$245,448.50
		Subtotal	$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$33,440.70
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$66,881.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,708.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$19,860.60
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$55,940.50
544-500386	Meals - Home Delivered	2018	$258,487.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$13,986.50
544-500386	Meals - Home Delivered	2019	$64,619.50
		Subtotal	$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$102,490.00
541-500383	Meals - Congregate	2017	[illegible]
544-500386	Meals - Home Delivered	2017	[illegible]
512-500352	Transportation of Clients	2018	$204,980.00
541-500383	Meals - Congregate	2018	$155,732.50
544-500386	Meals - Home Delivered	2018	$305,140.00
512-500352	Transportation of Clients	2019	$51,245.00
541-500383	Meals - Congregate	2019	$38,934.50
544-500386	Meals - Home Delivered	2019	$76,285.00
		Subtotal	$1,165,248.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$28,985.10
541-500383	Meals - Congregate	2017	$13,276.50
544-500386	Meals - Home Delivered	2017	$31,745.00
512-500352	Transportation of Clients	2018	$57,946.50
541-500383	Meals - Congregate	2018	$146,542.50
544-500386	Meals - Home Delivered	2018	$237,484.50
512-500352	Transportation of Clients	2019	$14,480.70
541-500383	Meals - Congregate	2019	$36,635.50
544-500386	Meals - Home Delivered	2019	$59,372.50
		Subtotal	$773,473.80

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70
541-500383	Meals - Congregate	2018	$2,022,608.50
544-500386	Meals - Home Delivered	2018	$3,962,640.00
512-500352	Transportation of Clients	2019	$373,816.60

541-500383	Meals - Congregate	2019	$505,659.00
544-500386	Meals - Home Delivered	2019	$990,671.00
		Subtotal	$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00
544-500386	Meals Home Delivered	2019	$126,483.50
		Subtotal	$885,368.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50
544-500386	Meals Home Delivered	2019	$9,850.50
		Subtotal	$68,948.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50
544-500386	Meals Home Delivered	2019	$72,209.50
		Subtotal	$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00
544-500386	Meals Home Delivered	2019	$59,801.50
		Subtotal	$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50
544-500386	Meals Home Delivered	2019	$39,292.00
		Subtotal	$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00
544-500386	Meals Home Delivered	2019	$136,653.00
		Subtotal	$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00
544-500386	Meals Home Delivered	2018	$364,958.50
544-500386	Meals Home Delivered	2019	$91,239.50
		Subtotal	$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00
544-500386	Meals Home Delivered	2019	$31,982.50
		Subtotal	$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50
544-500386	Meals Home Delivered	2019	$34,100.00
		Subtotal	$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00
544-500386	Meals Home Delivered	2019	$52,228.00
		Subtotal	$365,579.50

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50
544-500386	Meals Home Delivered	2019	$653,840.00
		Subtotal	$4,576,836.00

Summary by Vendor by Year

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

		State Fiscal Year	Current Modified Budget
		2017	$875,931.10
		2018	$1,751,856.70
		2019	$437,968.30
		Subtotal	$3,065,756.10

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

		State Fiscal Year	Current Modified Budget
		2017	$53,893.80
		2018	$107,787.60
		2019	$26,946.90
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget
		2017	$144,696.90
		2018	$289,359.10
		2019	$72,345.70
		Subtotal	$506,401.70

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

		State Fiscal Year	Current Modified Budget
		2017	$676,243.40
		2018	$1,352,457.60
		2019	$338,112.60
		Subtotal	$2,366,813.60

Greater Wakefield Nutrition and Transportation, (Vendor # 158408)

		State Fiscal Year	Current Modified Budget
		2017	$8,800.00
		2018	$17,600.00
		2019	$4,400.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget
		2017	$33,872.80
		2018	$67,745.60
		2019	$16,941.60
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget
		2017	$363,643.80
		2018	$727,282.10
		2019	$181,827.40
		Subtotal	$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget
		2017	$213,224.00
		2018	$426,442.50
		2019	$106,612.00
		Subtotal	$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget
		2017	$819,737.00
		2018	$1,639,463.60
		2019	$409,863.30
		Subtotal	$2,869,063.90

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget
		2017	$856,915.10
		2018	$1,713,814.30
		2019	$428,460.30
		Subtotal	$2,999,189.70

Southwestern Community Services (Vendor #177511)

		State Fiscal Year	Current Modified Budget
		2017	$33,440.70
		2018	$66,881.40
		2019	$16,708.50
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget
		2017	$19,860.60
		2018	$39,721.20
		2019	$9,930.30
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget

		2017	$221,171.50
		2018	$442,337.50
		2019	$110,588.50
		Subtotal	$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	$401,134.50
		2018	$802,258.00
		2019	$200,564.50
		Subtotal	$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	$325,457.10
		2018	$650,879.50
		2019	$162,716.70
		Subtotal	$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	$5,048,022.30
		2018	$10,095,886.70
		2019	$2,523,986.60
		Subtotal	$17,667,895.60

FORM NUMBER P-37 (version 5/8/15)

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-15)

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-7001	1.6 Account Number 05-095-48-481010-92550000 05-095-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $1,403,957
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature Randall Pilotte		1.12 Name and Title of Contractor Signatory Randall Pilotte, Finance Director, Interim Chief Financial Officer	

1.13 Acknowledgement: State of New Hampshire, County of Coos

On December 1, 2016, 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

Suzanne C. French

(Seal)

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

Suzanne C. French, Notary

1.14 State Agency Signature Date: 12/7/16	1.15 Name and Title of State Agency Signatory Maureen Ryan Director

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: 12/5/16

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

Contractor Initials RP
Date 12/1/16

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 $1,000,000per 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.

Contractor Initials RP

Date 12-1-16

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.

Contractor Initials PP
Date 12-1-16

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. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the services areas listed in Exhibit A-1.

1.4. The Contractor agrees that services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).

1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.



2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.

2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:

2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.

2.1.3.2. Provide transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).

2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order

2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:

2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.

2.1.4.2. Provide transportation services based on a fixed route schedule defined by the Contractor.

2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.

2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3. Administration of Services

3.1. Access to Services.

3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.

3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:

3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.

3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.

3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during

the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.

3.3.4. The Contractor shall re-determine client eligibility for services in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.

3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

3.4. Client Assessments and Service Plans

3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health, or developmental issues or criminal histories.

3.5. Person Centered Provision of Services

3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:

3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.

3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.

3.5.1.4. Individuals receive the information he/she needs to make informed decisions.

3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.

3.5.1.7. Individuals' rights are affirmed and protected.

3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.

3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

3.6.1.4. Agrees not to bill or invoice clients and/or their families.

3.6.1.5. Agrees that all donations support the program for which donations were given.

3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.

3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.

3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

3.6.2.4. Agrees that all fees support the program for which donations were given.

3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.

3.7. Adult Protection Services

3.7.1. The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.

3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

3.7.4. The Contractor agrees that the payment received from 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 such as in Section 1.3.4, from the individual for those services.

3.8. Referring Clients to Other Services

3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.

3.9. Client Wait Lists

3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

3.9.3. The Contractor shall include at a minimum the following information on its wait list:

3.9.3.1. The individual's full name and date of birth.

3.9.3.2. The name of the service being requested.

3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

3.9.3.5. 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.

3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.

3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

3.9.4.2. Declining mental or physical health of the caregiver.

3.9.4.3. Declining mental or physical health of the individual.

3.9.4.4. Individual has no respite services while living with a caregiver.

3.9.4.5. Length of time on the wait list.

3.9.4.6. 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.

3.9.4.7. 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.

3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

3.10. Criminal Background Check and BEAS State Registry Checks

3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving

services, before the staff member or volunteer begins providing services.

3.10.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

3.11. Grievance and Appeals

3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client.

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent

disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.

4. Staffing

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

4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.

4.1.2. 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.

4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:

4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.

4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.

4.1.5.3. A description of time frames necessary for obtaining staff replacements.

4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.

5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

5.1.1.1. The number of clients served by town and in the aggregate;

5.1.1.2. Total amount of donations collected.

5.1.1.3. Expenses by program service provided.

5.1.1.4. Revenue, by program service provided, by funding source.

5.1.1.5. Total amount of donation and/or fees collected from all individuals.

5.1.1.6. Actual Units served, by program service provided, by funding source.

5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.

5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.

5.1.1.9. Unmet need/waiting list.

5.1.1.10. Lengths of time clients are on a waiting list.

5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.

5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:

5.1.3.1. For home-delivered meals:

5.1.3.1.1. The number of meals served by client and by town.

5.1.3.1.2. The number of meals served in the aggregate; and

5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.

5.1.3.2. For transportation:

5.1.3.2.1. The number of clients served by town and in the aggregate;

5.1.3.2.2. The number of miles in the aggregate;

5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.

6. Performance Measures

6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:

6.1.1. All clients served meet eligibility requirements;

6.1.2. The contractor identified, located and served the people who need and could benefit from services.

6.1.3. The contractor determined and redetermined accurate and timely eligibility

6.1.4. Clients receive services in accordance with their needs.

6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

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

6.2.1.1. Data

6.2.1.2. Financial records

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

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

6.2.1.5. Scheduled phone access to Contractor principals and staff.

6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.



Service Area

The Contractor shall provide services in Exhibit A, Scope of Services, in accordance with the rates in Exhibit B-1, Rate Sheet, to eligible individuals in the following towns/counties/cities.

Name of Service	County/Counties	Towns/Cities
Nutrition Services - Congregate	Coos County	Berlin
		Colebrook
		Dummer
		Gorham
		Lancaster
		Milan
		North Stratford
		Pittsburg
		Shelburne
		Whitefield
Nutrition Services – Home Delivered	Coos County	ALL

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with federal funds. Availability of federal funds is contingent upon meeting the requirements outlined in the:
   - Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3CM, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3HD, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2
   - Catalog of Federal Domestic Assistance #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
   4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
   4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
   4.3. Invoices shall be submitted to:

   Bureau of Elderly and Adult Services Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.

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 the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	27,740	$5.50	$ 152,570.00
Title IIIC Cong Meals	Per Meal	14,158	$5.50	$ 77,869.00
Title XX HD Meals	Per Meal	12,401	$5.50	$ 68,205.50
Title IIIB Transportation	PerClient/PerDay	2,770	$37.00	$ 102,490.00

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	55,480	$5.50	$ 305,140.00
Title IIIC Cong Meals	Per Meal	28,315	$5.50	$ 155,732.50
Title XX HD Meals	Per Meal	24,801	$5.50	$ 136,405.50
Title IIIB Transportation	PerClient/PerDay	5,540	$37.00	$ 204,980.00

7/1/2018 through 09/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	13,870	$5.50	$ 76,285.00
Title IIIC Cong Meals	Per Meal	7,079	$5.50	$ 38,934.50
Title XX HD Meals	Per Meal	6,200	$5.50	$ 34,100.00
Title IIIB Transportation	PerClient/PerDay	1,385	$37.00	$ 51,245.00

Contractor Initials: BC

Date: 12-1-16

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.

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

Contractor Initials RP
Date 12.1.16

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 Division 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.

Contractor Initials NP
Date 12·1·16

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:
Tri-County Community Action Program, Inc.

12-1-16
Date

Name: Randall Pilotte
Title: Finance Director, Interim Chief Financial Officer

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:
Tri-County Community Action Program, Inc.

12-1-16
Date

Name: Randall Pilotte
Title: Finance Director, Interim Chief Financial Officer

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 (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:

12-1-16
Date

Randall Pilotte
Name: Randall Pilotte
Title: Finance Director, Interim Chief Financial Officer

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.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:
Tri-County Community Action Program, Inc.

12-1-16
Date

Name: Randall Pilotte
Title: Finance Director, Interim Chief Financial Officer

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:
Tri-County Community Action Program, Inc.

12-1-16
Date

Name: Randall Pilotte
Title: Finance Director, Interim Chief Financial Officer

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

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	Tri-County Community Action Program, Inc.
Name of the Contractor	
Signature of Authorized Representative	Signature of Authorized Representative
Maureen Ryan	Randall Pilotte
Name of Authorized Representative	Name of Authorized Representative
Director, OHS	Finance Director/Interim Chief Financial Officer
Title of Authorized Representative	Title of Authorized Representative
12/7/16	12-1-16
Date	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:
Tri-County Community Action Program, Inc.

12-1-16
Date

Name: Randall Pilotte
Title: Finance Director, Interim Chief Financial Officer

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: 073975708

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
Nutrition and Transportation Contract

This 2nd Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated this 26th day of November, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and VNA at HCS, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 312 Marlboro Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), as amended on December 20, 2017 (Item #23) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the service rates, and increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,424,816.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit B-1 Amendment #1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #2, Rate Sheet.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

1/28/19
Date

Name: Christine Santaniello
Title: Director, DLTSS

VNA at HCS, Inc.

1/15/19
Date

Name: John Reisinger
Title: Interim CFO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Cheshire on 1/16/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Karen M. Campbell, Notary

Name and Title of Notary or Justice of the Peace

My Commission Expires: 6/4/19

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/31/19
Date

Name: Megan A. Lapp
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Exhibit B-1 Rate Sheet
Amendment #2

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	18,991	$5.50		$ 104,450.50
Title IIIC HD Meals	Per Meal	21,590	$5.50		$ 118,745.00
Title IIIC Cong Meals	Per Meal	13,323	$5.50		$ 73,276.50
Title IIIB Transportation	PerClient/PerDay	1,223	$23.70		$ 28,985.10
			Subtotal		***$ 325,457.10***

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	37,982	$5.78		$ 219,535.96
Title IIIC HD Meals	Per Meal	43,179	$5.78		$ 249,574.62
Title IIIC Cong Meals	Per Meal	26,645	$5.78		$ 154,008.10
Title IIIB Transportation	PerClient/PerDay	2,445	$24.89		$ 60,856.05
			Subtotal		***$ 683,974.73***

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service 7/1/18-12/31/18	Rate per Service 1/1/19-6/30/19	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	37,982	$5.78	$6.00	$ 227,892.00
Title IIIC HD Meals	Per Meal	43,179	$5.78	$6.00	$ 259,074.00
Title IIIC Cong Meals	Per Meal	26,645	$5.78	$6.00	$ 159,870.00
Title IIIB Transportation	PerClient/PerDay	2,445	$24.89	$24.89	$ 60,856.05
			Subtotal		***$ 707,692.05***

7/1/2019 through 06/30/2020 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service		Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	37,982	$6.00		$ 227,892.00
Title IIIC HD Meals	Per Meal	43,179	$6.00		$ 259,074.00
Title IIIC Cong Meals	Per Meal	26,645	$6.00		$ 159,870.00
Title IIIB Transportation	PerClient/PerDay	2,445	$24.89		$ 60,856.05
			Subtotal		***$ 707,692.05***

Total		**$ 2,424,815.93**

Contractor Initials: SMA

Date: 4/9/19

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 VNA AT HCS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 18, 1981. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 67798

Certificate Number : 0004073363

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2018.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Allen Mendelson, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of VNA at HCS, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on January 16, 2019:
(Date)

RESOLVED: That the Interim CFO
(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 16th day of January, 2019.
(Date Amendment Signed)

4. John Reisinger is the duly elected Interim CFO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 16th day of January 2019,

By Allen Mendelson.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6/4/19

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/16/2019

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Maureen Cormier
Berkshire Insurance Group, Inc.	**PHONE (A/C, No, Ext):** (413)773-9913 **FAX (A/C, No):** (413)774-3872
117 Main St.	**E-MAIL ADDRESS:** mcormier@berkshireinsurancegroup.com
Greenfield MA 01301	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
INSURED	**INSURER A:** Philadelphia Indemnity Insurance Company 18058
Home Healthcare Hospice & Community Services Inc. and	**INSURER B:** Atlantic Charter Insurance Group
VNA at HCS, Inc.	**INSURER C:**
PO Box 564	**INSURER D:**
Keene NH 03431	**INSURER E:**
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 19GL,PL/18WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK1925589	01/04/2019	01/04/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA00539807	07/01/2018	07/01/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A				PHPK1925589	01/04/2019	01/04/2020	per claim policy aggregate	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire Department of Health & Human Services
Brown Building
129 Pleasant St.
Concord NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maureen Cormier

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Home Healthcare
Hospice &
Community Services

VALUES AND MISSION STATEMENT

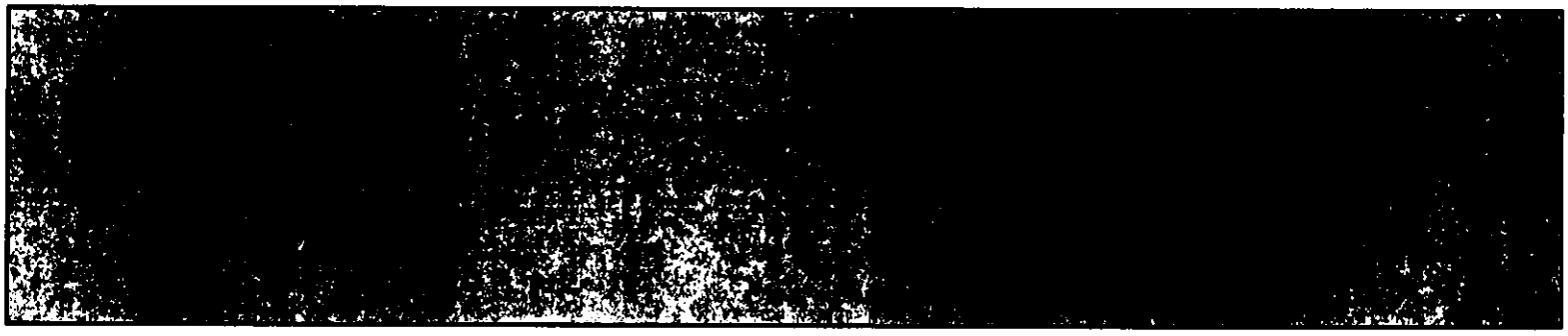
Because we value:

- **The worth and dignity of all people and their right to privacy**
- **The right of people to make informed choices**
- **A creative, holistic approach to individuals' and families' needs**
- **Health and wellness throughout life**
- **Access to health care and support services to encourage maximum independence**
- **A commitment by all staff to acquire and share knowledge through education and research**
- **Continuous self and agency improvement to meet the changing needs of individuals and our communities**
- **Collaboration with other providers**

Our mission is:

To provide services which enable people to function throughout life at their optimal level of health, well-being and independence, according to their personal beliefs and choices.

Adopted by Board:	September 4, 1997
Reaffirmed by Board:	September 24, 2015
Reaffirmed by Board:	December 1, 2016
Reaffirmed by Board:	December 7, 2017
Reaffirmed by Board:	October 4, 2018



HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2017 AND 2016

HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
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YEARS ENDED JUNE 30, 2017 AND 2016

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CliftonLarsonAllen

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Board of Directors
Home Healthcare, Hospice and Community Services, Inc. and Affiliate
Keene, New Hampshire

We have audited the accompanying consolidated financial statements of Home Healthcare, Hospice and Community Services, Inc. and Affiliate (the Association), which comprise the consolidated balance sheet as June 30, 2017, and the related consolidated statements of operations, changes in net assets, 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 accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit 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 consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the 2017 consolidated financial statements referred to above present fairly, in all material respects, the financial position of Home Healthcare, Hospice and Community Services, Inc. and Affiliate as of June 30, 2017, and the results of their operations, changes in their net assets, and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Auditors

The 2016 consolidated financial statements were audited by other auditors, whose report dated January 5, 2017, expressed an unmodified opinion on those statements.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Boston, Massachusetts
January 8, 2018

HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED BALANCE SHEETS
JUNE 30, 2017 AND 2016

	2017	2016
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$ 358,264	$ 353,455
Investments	18,536	18,671
Patient Accounts Receivable, Less Allowance for Uncollectible Accounts of $575,388 in 2017 and $422,974 in 2016	2,333,470	2,636,850
Other Receivables	495,268	627,445
Prepaid Expenses	358,493	305,691
Total Current Assets	3,564,031	3,942,112
ASSETS LIMITED AS TO USE	11,810,868	11,145,483
PROPERTY AND EQUIPMENT, NET	3,259,469	3,413,668
Total Assets	$ 18,634,368	$ 18,501,263
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Line of Credit	$ 199,846	$ 120,000
Accounts Payable and Accrued Expenses	575,920	438,794
Accrued Payroll and Related Expenses	1,163,015	1,121,247
Deferred Revenue	547,274	859,691
Total Current Liabilities	2,486,055	2,539,732
NET ASSETS		
Unrestricted	15,054,604	15,053,034
Temporarily Restricted	859,478	674,266
Permanently Restricted	234,231	234,231
Total Net Assets	16,148,313	15,961,531
Total Liabilities and Net Assets	$ 18,634,368	$ 18,501,263

See accompanying Notes to Consolidated Financial Statements.

HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED STATEMENTS OF OPERATIONS
YEARS ENDED JUNE 30, 2017 AND 2016

	2017	2016
OPERATING REVENUE		
Patient Service Revenue	$ 15,856,383	$ 15,458,805
Provision for Bad Debt	(899,032)	(392,553)
Net Patient Service Revenue	14,957,351	15,066,252
OTHER OPERATING REVENUE	3,057,136	3,009,828
Total Operating Revenue	18,014,487	18,076,080
OPERATING EXPENSES		
Salaries and Related Expenses	13,892,443	14,725,825
Other Operating Expenses	4,846,139	4,157,194
Depreciation	481,026	437,309
Total Operating Expenses	19,219,608	19,320,328
OPERATING LOSS	(1,205,121)	(1,244,248)
OTHER REVENUE AND GAINS		
Contributions and Fundraising Income	104,374	775,304
Net Assets Released for Operations	8,766	4,246
Investment Income, Net	152,418	182,973
Change in Fair Value of Investments	843,702	163,344
Total Other Revenue and Gains	1,109,260	1,125,867
DEFICIENCY OF REVENUE OVER EXPENSES	(95,861)	(118,381)
CONTRIBUTIONS OF LONG-LIVED ASSETS	97,431	-
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	$ 1,570	$ (118,381)

See accompanying Notes to Consolidated Financial Statements.

HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2017 AND 2016

	2017	2016
UNRESTRICTED NET ASSETS		
Deficiency of Revenue of Expenses	$ (95,861)	$ (118,381)
Contributions of Long-Lived Assets	97,431	-
Increase (Decrease) in Unrestricted Net Assets	1,570	(118,381)
TEMPORARILY RESTRICTED NET ASSETS		
Contributions	107,231	4,400
Investment Income	13,047	16,152
Change in Fair Value of Investments	73,700	14,115
Net Assets Released for Operations	(8,766)	(4,246)
Change in Temporarily Restricted Net Assets	185,212	30,421
CHANGE IN NET ASSETS	186,782	(87,960)
Net Assets - Beginning of year	15,961,531	16,049,491
NET ASSETS - END OF YEAR	$ 16,148,313	$ 15,961,531

See accompanying Notes to Consolidated Financial Statements.

HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.
AND AFFILIATE
CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2017 AND 2016

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	$ 186,782	$ (87,960)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided (Used) by Operating Activities:		
Depreciation	481,026	437,309
Provision for Bad Debts	899,032	392,553
Contributed Long-Lived Assets	(97,431)	-
Change in Fair Value of Investments	(917,402)	(177,459)
Investment Income Restricted for Reinvestment	(13,047)	(16,152)
(Increase) Decrease in:		
Investments	135	1,783
Patient Accounts Receivable	(595,652)	(309,498)
Other Receivables	132,177	(138,166)
Prepaid Expenses	(52,802)	(52,062)
Increase (Decrease) in:		
Accounts Payable and Accrued Expenses	137,126	100,740
Accrued Payroll and Related Expenses	41,768	67,977
Deferred Revenue	(312,417)	270,298
Net Cash Provided (Used) by Operating Activities	(110,705)	489,363
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Investments	(3,991,311)	(2,437,987)
Proceeds from Sale of Investments	4,256,375	2,015,970
Capital Expenditures	(229,396)	(404,385)
Net Cash Provided (Used) by Investing Activities	35,668	(826,402)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from Line of Credit	3,368,846	120,000
Payments on Line of Credit	(3,289,000)	-
Net Cash Provided by Financing Activities	79,846	120,000
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	4,809	(217,039)
Cash and Cash Equivalents - Beginning of Year	353,455	570,494
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 358,264	$ 353,455

See accompanying Notes to Consolidated Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Home Healthcare, Hospice and Community Services, Inc. and Affiliate is a nonstock, nonprofit corporation in New Hampshire whose primary purpose is to act as a holding company and provide management services to its affiliate.

Affiliate

VNA at HCS, Inc. is a nonstock, nonprofit corporation in New Hampshire whose primary purposes are to provide home healthcare, hospice, and community services.

Principles of Consolidation

The consolidated financial statements include the accounts of Home Healthcare, Hospice and Community Services, Inc. and its affiliate, VNA at HCS, Inc. (collectively, the Association). They are related through a common board membership and common management. All significant intercompany balances and transactions have been eliminated in consolidation.

The Association prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect 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 highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible accounts by analyzing the Association's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are fully reserved. Management regularly reviews revenue data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows as of June 30:

	2017	2016
Balance - Beginning of Year	$ 422,974	$ 332,144
Provision	899,032	392,553
Write-Offs	(746,618)	(301,723)
Balance - End of Year	$ 575,388	$ 422,974

Investments

Investments in short-term investment options are reported as current assets. Investments held for long-term return are reported as noncurrent assets.

The Association reports investments at fair value and has elected to report all gains and losses in the excess Deficit of Revenue Over Expenses to simplify the presentation of these amounts in the consolidated statement of operations, unless otherwise stipulated by the donor or state law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets, statements of operations, and statements of changes in net assets.

Assets Limited as to Use

Assets limited as to use includes designated assets set aside by the Board of Directors and donor contributions.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Assets with an estimated useful life of more than one year and a historical cost in excess of $5,000 are capitalized. Maintenance, repairs, and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Association has been limited by donors.

Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity, the income from which is expendable and is recognized as temporarily restricted net assets.

Deferred Revenue

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee for service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payors, and others, 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 in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying consolidated financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cost Allocations

The Association operates several related programs. Costs directly attributable to a program are charged to the respective program services. Management and general costs of the Association have been allocated between the programs on the basis of actual direct program costs.

Deficiency of Revenue Over Expenses

The statement of operations includes deficiency of revenue over expenses. Increases in unrestricted net assets which are excluded from deficiency of revenue over expenses, consistent with industry practice, including contributions of, and net assets released from donor restrictions related to, long-lived assets.

NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE

Investments and assets limited as to use, stated at fair value, are as follows as of June 30:

	2017	2016
Cash and Cash Equivalents	$ 136,370	$ 335,547
U.S. Government and Corporate Bonds	3,418,610	3,004,848
Marketable Securities	5,236,249	4,912,555
Mutual Funds	3,038,175	2,911,204
Total Investments and Assets Limited as to Use	$ 11,829,404	$ 11,164,154
Unrestricted Investments	$ 18,536	$ 18,671
Assets Limited as to Use:		
Board-Designated for Future Use	10,828,438	10,236,986
Donor-Restricted, Temporarily	748,199	674,266
Donor-Restricted, Permanently	234,231	234,231
Total Assets Limited as to Use	11,810,868	11,145,483
Total Investments and Assets Limited as to Use	$ 11,829,404	$ 11,164,154

Fair Value Measurement

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and 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 fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value.

NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE (CONTINUED)

Fair Value Measurement (Continued)

Level 1 – Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entry has the ability to access as of the measurement date.

Level 2 – Significant 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.

All of the Association's investments were measured on a recurring basis.

	2017			
	Level 1	Level 2	Level 3	Total
Corporate Bonds	$ -	$ 1,164,599	$ -	$ 1,164,599
Government Bonds	2,254,011	-	-	2,254,011
Equity Securities	5,236,249	-	-	5,236,249
Mutual Funds	3,038,175	-	-	3,038,175
Assets Limited as to Use at Fair Value	$ 10,528,435	$ 1,164,599	$ -	11,693,034
Cash and Cash Equivalents				136,370
Total Assets Limited as to Use				$ 11,829,404

	2016			
	Level 1	Level 2	Level 3	Total
Corporate Bonds	$ -	$ 2,856,973	$ -	$ 2,856,973
Government Bonds	147,875	-	-	147,875
Equity Securities	4,912,555	-	-	4,912,555
Mutual Funds	2,911,204	-	-	2,911,204
Assets Limited as to Use at Fair Value	$ 7,971,634	$ 2,856,973	$ -	10,828,607
Cash and Cash Equivalents				335,547
Total Assets Limited as to Use				$ 11,164,154

Investment income and gains for cash equivalents and investments consist of the following as of June 30:

	2017	2016
Unrestricted Net Assets		
Investment Income, Net	$ 152,418	$ 182,973
Change in Fair Value of Investments	843,702	163,344
Restricted Net Assets		
Investment Income	13,047	16,152
Change in Fair Value of Investments	73,700	14,115
Total Unrestricted and Restricted Net Assets	$ 1,082,867	$ 376,584

NOTE 3 PROPERTY AND EQUIPMENT

Property and equipment consists of the following as of June 30:

	2017	2016
Land	$ 471,403	$ 471,403
Building and Improvements	5,384,931	5,285,796
Furniture, Fixtures, and Equipment	2,854,208	2,753,382
Total Cost	8,710,542	8,510,581
Less: Accumulated Depreciation	5,451,073	5,096,913
Total Property and Equipment, Net	$ 3,259,469	$ 3,413,668

NOTE 4 LINE OF CREDIT

The Association has an unsecured $1,000,000 line of credit payable on demand with a local bank with interest at 1% above the bank's base rate (5.25% and 4.50% at June 30, 2017 and 2016, respectively). The outstanding balance was $199,846 and $120,000 at June 30, 2017 and 2016, respectively.

NOTE 5 TEMPORARILY AND PERMANENTLY RESTRICTED NET ASSETS

Temporarily and permanently restricted net assets consist of the following as of June 30:

	2017	2016
Temporarily Restricted:		
Jones Equipment	$ 142,258	$ 126,621
Haskell Equipment	305,939	268,278
Operations	91,186	81,490
Meal Sites	2,057	2,417
Respite	4,089	4,089
Hospice Memorial Garden	115,186	108,325
Johnson Family Fund	19,327	16,720
Bednar Fund	9,094	3,877
Barbara Duckett Scholarship	72,910	62,449
Motor Vehicles	97,432	-
Total Temporarily Restricted	$ 859,478	$ 674,266
Permanently Restricted:		
Hospice	$ 10,000	$ 10,000
Operations	8,623	8,623
Johnson Family Fund	10,202	10,202
Bednar Fund	50,000	50,000
Haskell Endowment Fund	120,570	120,570
Jones Endowment Fund	34,836	34,836
Total Permanently Restricted	$ 234,231	$ 234,231

NOTE 6 ENDOWMENTS

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts, and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Association in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with the UPMIFA, the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. The duration and preservation of the fund;
2. The purposes of the organization and the donor-restricted endowment fund;
3. General economic conditions;
4. The possible effect of inflation and deflation;
5. The expected total return from income and the appreciation of investments;
6. Other resources of the Association;
7. The investment policies of the Association;
8. The spending policy; and
9. Funds with deficiencies.

Return Objectives and Risk Parameters

The investment portfolio is managed to provide for the long-term support of the Association. Accordingly, these funds are managed with disciplined, longer-term investment objectives and strategies designed to meet cash flow and spending requirements. Management of the assets is designed to attain the maximum total return consistent with acceptable and agreed upon levels of risk. The Association benchmarks its portfolio performance against a number of commonly used indices.

NOTE 6 ENDOWMENTS (CONTINUED)

Strategies Employed for Achieving Objectives

To satisfy its long-term rate of return objectives, the Association relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Association targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, the Association seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

Spending Policy

The Association's spending policy is equal to investment returns. All available investment returns earned on endowments are expended, or released from endowment in the year earned.

NOTE 7 PATIENT SERVICE REVENUE

Patient service revenue is as follows as of June 30:

	2017	2016
Medicare	$ 11,144,888	$ 10,503,859
Medicaid	849,769	971,613
Other Third-Party Payors	2,528,221	2,103,203
Municipalities - Fees for Service	216,962	230,028
Private Pay	1,116,543	1,650,102
Total	$ 15,856,383	$ 15,458,805

NOTE 7 PATIENT SERVICE REVENUE (CONTINUED)

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 Association 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 net patient service revenue in the year that such amounts become known.

The Association 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 Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association provided services in other health related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to $1,762,256 and $2,684,818 for the years June 30, 2017 and 2016, respectively.

The Association is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the state of New Hampshire.

NOTE 8 FUNCTIONAL EXPENSES

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows as of June 30:

	2017	2016
Program Services	$ 15,751,865	$ 16,094,122
Administrative and General	3,467,743	3,226,206
Total	$ 19,219,608	$ 19,320,328

NOTE 9 MALPRACTICE INSURANCE

The Association insures its malpractice risks on a claims made basis. There was one known malpractice claim outstanding at June 30, 2017 and 2016. There were no unasserted claims or incidents which require loss accrual at June 30, 2017 or 2016. The Association intends to renew coverage on a claims made basis and anticipates that such coverage will be available.

Litigation

The Association is involved in litigation arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Association's future financial position or results of operations.

NOTE 10 RETIREMENT PLAN

The Association sponsors a defined contribution plan. The retirement contributions by the Association amounted to $145,139 and $156,431 for 2017 and 2016, respectively.

NOTE 11 CONCENTRATION OF RISK

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. Following is a summary of accounts receivable, by funding source:

	2017	2016
Medicare	50%	50%
Medicaid	5%	4%
Other Third-Party Payors	45%	46%
Total	100%	100%

NOTE 12 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through January 8, 2018, which is the date the consolidated financial statements were available to be issued.





Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

Home Healthcare
Hospice &
Community Services

Comfort, care and support
when home is *where you want to be . . .*

HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES /VNA at HCS, Inc.
FY2019 Board of Directors

Chair	Allen Mendelson
Vice-Chair	Jane Larmon
Treasurer	Julie Greenwood
Secretary	Susan Abert, Esq.
Director-at-Large	Betsy Cotter
Director	Mike Chelstowski
Director	Mary Ann Davis
Director	Julie Green
Director	Eric Horne
Director	John MacLean
Director	Maureen O'Brien
Director	Leslie Pitts, MD, FAAFP
Director	Brian Reilly
Director	Judy Sadoski
Director	David Therrien
Ex-Officio	Maura McQueeney, Interim CEO

Updated 01.16.19

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Home Healthcare, Hospice & Community Services

The VNA at HCS

---Services at home --

Visiting Nurses

Hospice care at home

Hospice care in long term care facilities and assisted living facilities

Bereavement Support Groups

Geriatric Care Management

Physical Therapy

Occupational Therapy

Speech Therapy

Medical Social Work

Home Health Aides

Homemakers

Customized Care Private Duty

Meals-On-Wheels

--Community Services

Maternal and Child Health Services

Castle Center Life Enrichment Program

Friendly Meals Community Dining for seniors

Friendly Bus transportation for seniors

City Express public transportation in Keene

Community Wellness Programs

Workplace Wellness Services

Our Mission

To provide services which enable people to function throughout life at their optimal level of health, well-being and independence, according to their personal beliefs and choices.

- Communities we serve --

Acworth
Alstead
Antrim
Bennington
Charlestown
Chesterfield
Dublin
Fitzwilliam
Francestown
Gilsum
Greenfield
Greenville
Hancock
Harrisville
Hinsdale
Jaffrey
Keene
Langdon
Lyndeborough
Marlborough
Marlow
Mason
Nelson
New Boston
New Ipswich
Peterborough
Richmond
Rindge
Roxbury
Sharon
Stoddard
Sullivan
Surry
Swanzey
Temple
Troy
Walpole
Westmoreland
Wilton
Winchester

A United Way Agency

Michael J. Acerno

Home Healthcare, Hospice and Community Services **Keene, NH**
February 2013 – Present

Transportation Program Manager
Responsibilities include operations of two separate transportation systems, a Demand Response system and a Public Transit system. Work closely with program director on system budgets and acquisition of vehicles, on State and Federal Levels.

Webster Companies **Brattleboro, Vermont**
July 1982 to July 2013 (company closed due to loss of contract)

Central Payroll Manager – 1994 to 2013

Accomplishments:

- Responsible for all hourly and salary annual review recommendations and records
- Managed data processing for payroll with a staff of 20
- Office processed 6000 weekly trip settlements for 1000 + drivers
- Managed payroll of 300 hourly support staff at 9 different terminals
- Process all new hire and termination reports/files
- Responsible for all upkeep of employee data tables
- Researched all driver data for US DOT audits utilizing Microsoft Access data and XATA driver log system

Operations/Safety Manager – 1992-1994 (WRJ Trucking, a Webster company)

Accomplishments:

- Routed all customer loads
- 100% DOT compliance on all driver files (60 drivers)
- Established operating budget and implemented accordingly
- Scheduled all drivers
- Responsible for on road observations as well as accident investigations

Lead dispatcher – 1987-1992 (Webster Trucking Corporation)

Accomplishments:

- Scheduling of 100+ drivers on a daily basis
- Labor planning for 6 dispatchers and 3 clerks
- Routed all customer loads

CDL-A driver – 1985-1987 (Webster Trucking Corporation)

Yard jockey – 1984 -1986 (Webster Trucking Corporation)

Truck mechanic – 1982 - 1984 (Webster Trucking Corporation)

Apprentice Airplane Mechanic – 1980-1982 (Air Nevada Airlines, Las Vegas, NV)

Certifications and licenses

- NH - CDL A / Motorcycle license
- DOT Medical Examiner's Certificate
- USYSA/NHSA D license

Education

- Mascoma Valley Regional High School - HS diploma
- University of Nevada at Las Vegas – 42 credits (History/Education)

Gia Farina

2016 – Present: Home Healthcare, Hospice & Community Services — Keene, NH

Nutrition Program Manager

- Manage the food service operations at the meal sites in accordance with NH Sanitary Code and other appropriate regulations
- Supervise staff and volunteers at the nutrition program sites
- Recruit, orient and evaluate staff and volunteers for all aspects of site operation
- Review/Revise menus as necessary
- Coordinate Meals-on-Wheels program
- Plan, implement & evaluate meal site development
- Assist in budget preparation for funding proposals and contracts
- Fulfill reporting requirements for payroll, time & service reports
- Assists with marketing efforts and with development of public relations materials for the nutrition program

2013-2015 Food Service Director

Genesis Healthcare — Keene, NH

- Responsible for the overall food service function.
- Provides technical guidance and administrative direction.
- Plans, develops, organizes and implements activities with the department.
- Oversees the timely and accurate preparation and service of meals
- Operates department within budget.
- Serves as a collaborative member of the center's management team.

2007-2013 Site Coordinator

Keene Food Service/SA U 29 — Keene, NH

- Manage staff of thirteen; serve six hundred students daily
- Purchase and distribute food to an additional five elementary schools
- Maintain safe food handling practices
- Develop daily production sheets
- Participate in regular menu planning meetings

1995-2007 Food & Beverage Director/Sales and Marketing Manager

Colorado Steak House/Best Western Sovereign Hotel — Keene, NH

- Operated 55-seat restaurant and function facility
- Responsible for weekly/monthly inventories and cost analysis
- Coordinated weddings, seminars, and business functions
- Weekly sales call in the surrounding feeder states to promote business

1992-1995 Food & Beverage Purchaser

Keene Country Club Keene, NH

- Responsible for all purchases for two on-premise restaurants
- Menu development for all special functions: tournaments, etc.
- Inventory control and purchasing breakdowns Keene, NH

Certification:

ServSafe
National Restaurant Association

Education:

Culinary Institute of America Hyde Park, NY

Keene State College Keene, NH
Associate Degree-General Studies

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Gia Farina	Nutrition Program Manager	54,647.06/YR	100%	54,647.06
Michael Acerno	Transportation Program Manager	56,836.00/YR	36%	19,892.60

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301-3587
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 2, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to enter into **retroactive** amendments with the vendors listed below by increasing the price limitation by $8,597,592 from $17,667,902 to an amount not to exceed $26,265,494 and extending the completion date from September 30, 2018 to June 30, 2019 for the provision of Nutrition and/or Transportation Services with no change to the Scope of Work, **retroactive** to July 1, 2017 effective upon Governor and Executive Council. The original agreements were approved by Governor and Executive Council on December 21, 2016 (Item # 15) and the contract with Rockingham Nutrition Meals on Wheels was amended on June 7, 2017 (Item #13). 43% General Funds/ 57% Federal Funds.

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757	$1,491,912	$4,557,669
Community Action Partnership of Strafford County	177200	Dover	$69,513	$33,780	$103,293
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629	$91,665	$280,294
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814	$1,151,539	$3,518,353
Greater Wakefield Resource Center	158408	Union	$30,800	$14,992	$45,792
Lamprey Health Care	177677	Newmarket	$118,560	$57,579	$176,139
Newport Senior Center	177250	Newport	$1,272,754	$619,398	$1,892,152
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279	$363,251	$1,109,530

Vendor Name	Vendor	Location	Current Budget	Increase/ (Decrease)	Modified Budget
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064	$1,396,238	$4,265,302
Southwestern Community Services	177511	Keene	$117,031	$56,890	$173,921
St Joseph Community Services	155093	Merrimack	$2,999,190	$1,459,761	$4,458,951
Strafford Nutrition MOW	260818	Somersworth	$774,098	$376,787	$1,150,885
The Gibson Center for Senior Services	155344	North Conway	$506,402	$246,440	$752,842
Tri-County Community Action Program	177195	Berlin	$1,403,957	$683,006	$2,086,963
VNA at HCS	177274	Keene, NH	$1,139,054	$554,354	$1,693,408
		Total:	**$17,667,902**	**$8,597,592**	**$26,265,494**

Funds to support this request are available in the following accounts in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** to July 1, 2017 because the New Hampshire Legislature appropriated in each year of the biennium (State Fiscal Years 2018 and 2019) a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services in HB144. The Department is amending the contracts to increase the per meal and per client per date transportation rates. The purpose of this request is to increase the price limitation and extend the completion date in order for the vendors to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity.

Nutrition Services are comprised of home delivered and/or congregate meals. Vendors will deliver meals to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Congregate meals are provided in community settings, where individuals travel to a specific site to share a meal with other individuals. Each meal shall include at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary Guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will

prepare meals, to the extent possible, that incorporate the special dietary needs/preferences of clients, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services shall be registered and inspected in accordance with the New Hampshire Department of Transportation and New Hampshire Department of Safety regulations. All drivers providing transportation services shall be licensed in accordance with applicable New Hampshire Administrative Rules.

Vendors for contracted services shall assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals. Additionally, vendors shall assist clients with obtaining other services that may be of assistance to them, as appropriate.

The Nutrition and Transportation services provided support individuals ages sixty (60) and older, as well as individuals ages eighteen (18) and over with a disability or chronic illness. Services are targeted toward individuals with the greatest economic and social need. The services support eligible adults to live as independently and safely as possible, and with dignity. The vendors will ensure that clients served meet eligibility requirements for services and ensure that clients have access to appropriate services.

These contracts were selected through a competitive bid process. Sixteen (16) agreements were originally approved by the Governor and Executive Council, one (1) of which (City of Nashua) will be put before the Governor and Executive Council at a later date.

As referenced in the Request for Applications and in Exhibit C-1 of this contract, this Agreement includes the option to extend for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option for nine (9) months, leaving an additional one (1) year and three (3) months of renewal.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase rates paid for Nutrition and Transportation Services, and its inclusion of funding in the current biennium to support these increases will be unfulfilled.

Area served: Statewide

Source of Funds: 43% General Funds

57% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Christine L. Santaniello
Director

Approved by:
Jeffrey A. Meyers
Commissioner

Nutrition and Transportation Amendments

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$124,614.60		$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50		$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50		$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20	$12,514.04	$261,743.24
541-500383	Meals - Congregate	2018	$327,189.50	$16,656.92	$343,846.42
544-500386	Meals - Home Delivered	2018	$669,515.00	$34,084.40	$703,599.40
512-500352	Transportation of Clients	2019	$62,307.30	$199,435.94	$261,743.24
541-500383	Meals - Congregate	2019	$81,796.00	$262,050.42	$343,846.42
544-500386	Meals - Home Delivered	2019	$167,381.50	$536,217.90	$703,599.40
		Subtotal	***$2,180,388.10***	***$1,060,959.62***	***$3,241,347.72***

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$53,893.80		$53,893.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$107,787.60	$5,412.12	$113,199.72
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$26,946.90	$86,252.82	$113,199.72
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$12,845.40		$12,845.40
541-500383	Meals - Congregate	2017	$46,750.00		$46,750.00
544-500386	Meals - Home Delivered	2017	$65,400.50		$65,400.50
512-500352	Transportation of Clients	2018	$25,667.10	$1,288.77	$26,955.87
541-500383	Meals - Congregate	2018	$93,500.00	$4,760.00	$98,260.00
544-500386	Meals - Home Delivered	2018	$130,795.50	$6,658.68	$137,454.18
512-500352	Transportation of Clients	2019	$6,422.70	$20,533.17	$26,955.87
541-500383	Meals - Congregate	2019	$23,375.00	$74,885.00	$98,260.00
544-500386	Meals - Home Delivered	2019	$32,697.50	$104,756.68	$137,454.18
		Subtotal	***$437,453.70***	***$212,882.30***	***$650,336.00***

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$183,129.90		$183,129.90
541-500383	Meals - Congregate	2017	$187,621.50		$187,621.50
544-500386	Meals - Home Delivered	2017	$161,073.00		$161,073.00
512-500352	Transportation of Clients	2018	$366,236.10	$18,389.07	$384,625.17
541-500383	Meals - Congregate	2018	$375,243.00	$19,103.28	$394,346.28
544-500386	Meals - Home Delivered	2018	$322,146.00	$16,400.16	$338,546.16
512-500352	Transportation of Clients	2019	$91,553.10	$293,072.07	$384,625.17
541-500383	Meals - Congregate	2019	$93,813.50	$300,532.78	$394,346.28
544-500386	Meals - Home Delivered	2019	$80,536.50	$258,009.66	$338,546.16
		Subtotal	***$1,861,352.60***	***$905,507.02***	***$2,766,859.62***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			
541-500383	Meals - Congregate	2017	$8,800.00		$8,800.00
544-500386	Meals - Home Delivered	2017			
512-500352	Transportation of Clients	2018			
541-500383	Meals - Congregate	2018	$17,600.00	$896.00	$18,496.00
544-500386	Meals - Home Delivered	2018			
512-500352	Transportation of Clients	2019			
541-500383	Meals - Congregate	2019	$4,400.00	$14,096.00	$18,496.00
544-500386	Meals - Home Delivered	2019			
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,872.80		$33,872.80
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$67,745.60	$3,387.28	$71,132.88
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,941.60	$54,191.28	$71,132.88
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$38,725.80		$38,725.80
541-500383	Meals - Congregate	2017	$80,366.00		$80,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50		$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60	$3,888.92	$81,340.52
541-500383	Meals - Congregate	2018	$160,726.50	$8,182.44	$168,908.94
544-500386	Meals - Home Delivered	2018	$249,909.00	$12,722.64	$262,631.64
512-500352	Transportation of Clients	2019	$19,362.90	$61,977.62	$81,340.52
541-500383	Meals - Congregate	2019	$40,183.00	$128,725.94	$168,908.94
544-500386	Meals - Home Delivered	2019	$62,480.00	$200,151.64	$262,631.64
		Subtotal	***$854,159.30***	***$415,649.20***	***$1,269,808.50***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$62,777.00		$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50		$71,857.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$125,554.00	$6,391.84	$131,945.84
544-500386	Meals - Home Delivered	2018	$143,715.00	$7,316.40	$151,031.40
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$31,388.50	$100,557.34	$131,945.84
544-500386	Meals - Home Delivered	2019	$35,931.50	$115,099.90	$151,031.40
		Subtotal	***$471,223.50***	***$229,365.48***	***$700,588.98***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$90,844.00		$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00		$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00		$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60	$9,104.25	$190,781.85
541-500383	Meals - Congregate	2018	$247,500.00	$12,600.00	$260,100.00
544-500386	Meals - Home Delivered	2018	$663,674.00	$33,787.04	$697,461.04
512-500352	Transportation of Clients	2019	$45,416.80	$145,365.05	$190,781.85
541-500383	Meals - Congregate	2019	$61,875.00	$198,225.00	$260,100.00
544-500386	Meals - Home Delivered	2019	$165,918.50	$531,542.54	$697,461.04
		Subtotal	***$1,912,492.90***	***$930,623.88***	***$2,843,116.78***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$25,001.60		$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50		$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00		$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80	$2,499.64	$52,492.44
541-500383	Meals - Congregate	2018	$317,075.00	($116,798.00)	$200,277.00
544-500386	Meals - Home Delivered	2018	$981,794.00	$182,922.24	$1,164,716.24
512-500352	Transportation of Clients	2019	$12,500.80	$39,991.64	$52,492.44
541-500383	Meals - Congregate	2019	$79,271.50	$121,005.50	$200,277.00
544-500386	Meals - Home Delivered	2019	$245,448.50	$919,267.74	$1,164,716.24
		Subtotal	***$2,360,518.70***	***$1,148,888.76***	***$3,509,407.46***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$33,440.70		$33,440.70
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$66,881.40	$3,358.18	$70,239.58
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$16,708.50	$53,531.08	$70,239.58
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$19,860.60		$19,860.60
541-500383	Meals - Congregate	2017			$0.00
544-500386	Meals - Home Delivered	2017			$0.00
512-500352	Transportation of Clients	2018	$39,721.20	$1,994.44	$41,715.64
541-500383	Meals - Congregate	2018			$0.00
544-500386	Meals - Home Delivered	2018			$0.00
512-500352	Transportation of Clients	2019	$9,930.30	$31,785.34	$41,715.64
541-500383	Meals - Congregate	2019		$0.00	$0.00
544-500386	Meals - Home Delivered	2019		$0.00	$0.00
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017			$0.00
541-500383	Meals - Congregate	2017	$27,973.00		$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50		$129,233.50
512-500352	Transportation of Clients	2018			$0.00
541-500383	Meals - Congregate	2018	$55,940.50	$2,847.88	$58,788.38
544-500386	Meals - Home Delivered	2018	$258,467.00	$13,158.32	$271,625.32
512-500352	Transportation of Clients	2019		$0.00	$0.00
541-500383	Meals - Congregate	2019	$13,986.50	$44,801.88	$58,788.38
544-500386	Meals - Home Delivered	2019	$64,619.50	$207,005.82	$271,625.32
		Subtotal	***$550,220.00***	***$267,813.90***	***$818,033.90***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$102,490.00		$102,490.00
541-500383	Meals - Congregate	2017	$77,869.00		$77,869.00
544-500386	Meals - Home Delivered	2017	$152,570.00		$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00	$10,249.00	$215,229.00
541-500383	Meals - Congregate	2018	$155,732.50	$7,928.20	$163,660.70
544-500386	Meals - Home Delivered	2018	$305,140.00	$15,534.40	$320,674.40
512-500352	Transportation of Clients	2019	$51,245.00	$163,984.00	$215,229.00
541-500383	Meals - Congregate	2019	$38,934.50	$124,726.20	$163,660.70
544-500386	Meals - Home Delivered	2019	$76,285.00	$244,389.40	$320,674.40
		Subtotal	***$1,165,246.00***	***$566,811.20***	***$1,732,057.20***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$28,985.10		$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50		$73,276.50
544-500386	Meals - Home Delivered	2017	$118,745.00		$118,745.00
512-500352	Transportation of Clients	2018	$57,946.50	$2,909.55	$60,856.05
541-500383	Meals - Congregate	2018	$146,547.50	$7,460.60	$154,008.10
544-500386	Meals - Home Delivered	2018	$237,484.50	$12,090.12	$249,574.62
512-500352	Transportation of Clients	2019	$14,480.70	$46,375.35	$60,856.05
541-500383	Meals - Congregate	2019	$36,635.50	$117,372.60	$154,008.10
544-500386	Meals - Home Delivered	2019	$59,372.50	$190,202.12	$249,574.62
		Subtotal	***$773,473.80***	***$376,410.34***	***$1,149,884.14***

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
		Subtotal	***$13,091,059.60***	***$6,369,816.24***	***$19,460,875.84***

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (57% Federal Funds; 43% General Funds)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50		$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00	$25,756.08	$531,679.08
544-500386	Meals Home Delivered	2019	$126,483.50	$405,195.58	$531,679.08
		Subtotal	***$885,368.00***	***$430,951.66***	***$1,316,319.66***

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00		$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50	$2,005.64	$41,402.14
544-500386	Meals Home Delivered	2019	$9,850.50	$31,551.64	$41,402.14
		Subtotal	***$68,948.00***	***$33,557.28***	***$102,505.28***

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00		$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50	$14,704.20	$303,536.70
544-500386	Meals Home Delivered	2019	$72,209.50	$231,327.20	$303,536.70
		Subtotal	***$505,461.00***	***$246,031.40***	***$751,492.40***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	(Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50		$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00	$12,177.20	$251,372.20
544-500386	Meals Home Delivered	2019	$59,801.50	$191,570.70	$251,372.20
		Subtotal	***$418,594.00***	***$203,747.90***	***$622,341.90***

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50		$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50	$8,001.56	$165,175.06
544-500386	Meals Home Delivered	2019	$39,292.00	$125,883.06	$165,175.06
		Subtotal	***$275,055.00***	***$133,884.62***	***$408,939.62***

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00		$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00	$27,827.52	$574,439.52
544-500386	Meals Home Delivered	2019	$136,653.00	$437,786.52	$574,439.52
		Subtotal	***$956,571.00***	***$465,614.04***	***$1,422,185.04***

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00		$182,479.00
544-500386	Meals Home Delivered	2018	$364,952.50	$18,579.40	$383,531.90
544-500386	Meals Home Delivered	2019	$91,239.50	$292,292.40	$383,531.90
		Subtotal	***$638,671.00***	***$310,871.80***	***$949,542.80***

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017			
544-500386	Meals Home Delivered	2018			
544-500386	Meals Home Delivered	2019			
		Subtotal	***$0.00***	***$0.00***	***$0.00***

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00		$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00	$6,512.80	$134,442.80
544-500386	Meals Home Delivered	2019	$31,982.50	$102,460.30	$134,442.80
		Subtotal	***$223,877.50***	***$108,973.10***	***$332,850.60***

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50		$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50	$6,944.28	$143,349.78
544-500386	Meals Home Delivered	2019	$34,100.00	$109,249.78	$143,349.78
		Subtotal	***$238,711.00***	***$116,194.06***	***$354,905.06***

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50		$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00	$10,634.96	$219,535.96
544-500386	Meals Home Delivered	2019	$52,228.00	$167,307.96	$219,535.96
		Subtotal	***$365,579.50***	***$177,942.92***	***$543,522.42***

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Subtotal	***$4,576,836.00***	***$2,227,768.78***	***$6,804,604.78***

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$875,931.10	$0.00	$875,931.10
		2018	$1,751,856.70	$89,011.44	$1,840,868.14
		2019	$437,968.30	$1,402,899.84	$1,840,868.14
		Subtotal	***$3,065,756.10***	***$1,491,911.28***	***$4,557,667.38***

Easter Seals New Hampshire, Inc. (Vendor # 177204)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$53,893.80	$0.00	$53,893.80
		2018	$107,787.60	$5,412.12	$113,199.72
		2019	$26,946.90	$86,252.82	$113,199.72
		Subtotal	***$188,628.30***	***$91,664.94***	***$280,293.24***

Gibson Center for Senior Services (Vendor #155344)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$144,696.90	$0.00	$144,696.90
		2018	$289,359.10	$14,713.09	$304,072.19
		2019	$72,345.70	$231,726.49	$304,072.19
		Subtotal	***$506,401.70***	***$246,439.58***	***$752,841.28***

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$676,243.40	$0.00	$676,243.40
		2018	$1,352,457.60	$68,596.71	$1,421,054.31
		2019	$338,112.60	$1,082,941.71	$1,421,054.31
		Subtotal	***$2,366,813.60***	***$1,151,538.42***	***$3,518,352.02***

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$8,800.00	$0.00	$8,800.00
		2018	$17,600.00	$896.00	$18,496.00
		2019	$4,400.00	$14,096.00	$18,496.00
		Subtotal	***$30,800.00***	***$14,992.00***	***$45,792.00***

Lamprey Health Care (Vendor #177677)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,872.80	$0.00	$33,872.80
		2018	$67,745.60	$3,387.28	$71,132.88
		2019	$16,941.60	$54,191.28	$71,132.88
		Subtotal	***$118,560.00***	***$57,578.56***	***$176,138.56***

Newport Senior Center (Vendor #177250)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$363,643.80		$363,643.80
		2018	$727,282.10	$36,971.20	$764,253.30
		2019	$181,827.40	$582,425.90	$764,253.30
		Subtotal	***$1,272,753.30***	***$619,397.10***	***$1,892,150.40***

Ossipee Concerned Citizens (Vendor #170158)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$213,224.00	$0.00	$213,224.00
		2018	$426,442.50	$21,709.80	$448,152.30
		2019	$106,612.00	$341,540.30	$448,152.30
		Subtotal	***$746,278.50***	***$363,250.10***	***$1,109,528.60***

Rockingham Nutrition MOW (Vendor #155197)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$819,737.00	$0.00	$819,737.00
		2018	$1,639,463.60	$83,318.81	$1,722,782.41
		2019	$409,863.30	$1,312,919.11	$1,722,782.41
		Subtotal	***$2,869,063.90***	***$1,396,237.92***	***$4,265,301.82***

St Joseph Community Services (Vendor #155093)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$856,915.10	$0.00	$856,915.10
		2018	$1,713,814.30	$87,203.28	$1,801,017.58
		2019	$428,460.30	$1,372,557.28	$1,801,017.58
		Subtotal	***$2,999,189.70***	***$1,459,760.56***	***$4,458,950.26***

Southwestern Community Services (Vendor #177511)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$33,440.70	$0.00	$33,440.70
		2018	$66,881.40	$3,358.18	$70,239.58
		2019	$16,708.50	$53,531.08	$70,239.58
		Subtotal	***$117,030.60***	***$56,889.26***	***$173,919.86***

Community Action Partnership of Strafford County (Vendor #177200)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$19,860.60	$0.00	$19,860.60
		2018	$39,721.20	$1,994.44	$41,715.64
		2019	$9,930.30	$31,785.34	$41,715.64
		Subtotal	***$69,512.10***	***$33,779.78***	***$103,291.88***

Strafford Nutrition MOW (Vendor # 260818)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$221,171.50	$0.00	$221,171.50
		2018	$442,337.50	$22,519.00	$464,856.50
		2019	$110,588.50	$354,268.00	$464,856.50
		Subtotal	***$774,097.50***	***$376,787.00***	***$1,150,884.50***

Tri-County Community Action Program (Vendor #177195)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$401,134.50	$0.00	$401,134.50
		2018	$802,258.00	$40,655.88	$842,913.88
		2019	$200,564.50	$642,349.38	$842,913.88
		Subtotal	***$1,403,957.00***	***$683,005.26***	***$2,086,962.26***

VNA at HCS (Vendor #177274)

		SFY	Current Budget	Increase/ (Decrease)	Modified Budget
		2017	$325,457.10	$0.00	$325,457.10
		2018	$650,879.50	$33,095.23	$683,974.73
		2019	$162,716.70	$521,258.03	$683,974.73
		Subtotal	***$1,139,053.30***	***$554,353.26***	***$1,693,406.56***

Summary for All Vendors by Year

		SFY	Current Budget	(Decrease)	Modified Budget
		2017	$5,048,022.30	$0.00	$5,048,022.30
		2018	$10,095,886.70	$512,842.46	$10,608,729.16
		2019	$2,523,986.60	$8,084,742.56	$10,608,729.16
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Modified Budget
7872-512-500352	Transportation of Clients	2017	$747,704.30	$0.00	$747,704.30
7872-541-500383	Meals - Congregate	2017	$1,011,318.00	$0.00	$1,011,318.00
7872-544-500386	Meals - Home Delivered	2017	$1,981,325.50	$0.00	$1,981,325.50
7872-512-500352	Transportation of Clients	2018	$1,495,316.70	$74,995.26	$1,570,311.96
7872-541-500383	Meals - Congregate	2018	$2,022,608.50	($29,970.84)	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2018	$3,962,640.00	$334,674.40	$4,297,314.40
7872-512-500352	Transportation of Clients	2019	$373,816.60	$1,196,495.36	$1,570,311.96
7872-541-500383	Meals - Congregate	2019	$505,659.00	$1,486,978.66	$1,992,637.66
7872-544-500386	Meals - Home Delivered	2019	$990,671.00	$3,306,643.40	$4,297,314.40
9255-544-500386	Meals Home Delivered	2017	$1,307,674.50	$0.00	$1,307,674.50
9255-544-500386	Meals Home Delivered	2018	$2,615,321.50	$133,143.64	$2,748,465.14
9255-544-500386	Meals Home Delivered	2019	$653,840.00	$2,094,625.14	$2,748,465.14
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

7872-512-500352	Transportation of Clients	all	$2,616,837.60	$1,271,490.62	$3,888,328.22
7872-541-500383	Meals - Congregate	all	$3,539,585.50	$1,457,007.82	$4,996,593.32
7872-544-500386	Meals - Home Delivered	all	$6,934,636.50	$3,641,317.80	$10,575,954.30
9255-544-500386	Meals Home Delivered	all	$4,576,836.00	$2,227,768.78	$6,804,604.78
		Total	**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

Grand Total SFY17	2017	**$5,048,022.30**	**$0.00**	**$5,048,022.30**
Grand Total SFY18	2018	**$10,095,886.70**	**$512,842.46**	**$10,608,729.16**
Grand Total SFY19	2019	**$2,523,986.60**	**$8,084,742.56**	**$10,608,729.16**
Total Contract		**$17,667,895.60**	**$8,597,585.02**	**$26,265,480.62**

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated this 2nd day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and VNA at HCS, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 312 Marlboro Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service rates, extend the completion date, and increase the price limitation;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Amend General Provisions (Form P-37), Block 1.7, to read June 30, 2019.
2. Amend General Provisions (Form P-37), Block 1.8, to increase Price Limitation by $554,354 from $1,139,054 to read $1,693,408.
3. Amend General Provisions (Form P-37), Block 1.9, to read E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend General Provisions (Form P-37), Block 1.10 to read 603-271-9330.
5. Delete Exhibit B-1, Rate Sheet in its entirety and replace with Exhibit B-1 Amendment #1, Rate Sheet.
6. Add Attachment A – Amendment #1, Attestation.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

12/14/17
Date

Christine L. Santaniello
Director

VNA at HCS, Inc.

11/2/17
Date

Name: Susan Ashworth
Title: Acting President/CEO

Acknowledgement of Contractor's signature:

State of NH, County of Cheshire on November 2, 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name issigned above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Karen M. Campbell, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: June 4, 2019

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/2/17
Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	18,991	$5.50	$ 104,450.50
Title IIIC HD Meals	Per Meal	21,590	$5.50	$ 118,745.00
Title IIIC Cong Meals	Per Meal	13,323	$5.50	$ 73,276.50
Title IIIB Transportation	PerClient/PerDay	1,223	$23.70	$ 28,985.10
			Subtotal	*$ 325,457.10*

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	37,982	$5.78	$ 219,535.96
Title IIIC HD Meals	Per Meal	43,179	$5.78	$ 249,574.62
Title IIIC Cong Meals	Per Meal	26,645	$5.78	$ 154,008.10
Title IIIB Transportation	PerClient/PerDay	2,445	$24.89	$ 60,856.05
			Subtotal	*$ 683,974.73*

7/1/2018 through 06/30/2019 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX HD Meals	Per Meal	37,982	$5.78	$ 219,535.96
Title IIIC HD Meals	Per Meal	43,179	$5.78	$ 249,574.62
Title IIIC Cong Meals	Per Meal	26,645	$5.78	$ 154,008.10
Title IIIB Transportation	PerClient/PerDay	2,445	$24.89	$ 60,856.05
			Subtotal	*$ 683,974.73*

Total	$ 1,693,406.56

Attachment A – Amendment #1

ATTESTATION

For Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit (per diem or per meal) rates or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the agency named below, I certify that the agency named below will use the increase in funding exclusively to increase service unit rates for the administration of the services listed on Exhibit B-1 - Amendment #1, Rate Sheet and that the state may request an audit of our records to confirm the same.

Susan Ashworth, Acting President/CEO, VNA at HCS, Inc.

Name, Title, and Agency Name

Susan Ashworth

Signature

November 2, 2017

Date

15 mac

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

November 21, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed $17,667,902 effective January 1, 2017, or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	$2,366,814
Greater Wakefield Resource Center	TBD	Union	$30,800
Lamprey Health Care	177677	Newmarket	$118,560
Newport Senior Center	177250	Newport	$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	$2,869,064
St Joseph Community Services	155093	Merrimack	$2,999,190
Strafford Nutrition MOW	260818	Somersworth	$774,098
Southwestern Community Services	TBD	Keene	$117,031
The Gibson Center for Senior Services	155344	North Conway	$506,402
Tri-County Community Action Program	TBD	Berlin	$1,403,957
VNA at HCS	177274	Keene, NH	$1,139,054
		Total:	$17,667,902

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Nutrition and Transportation Services
RFA Name

RFA-2017-BEAS-06-NUTRI
RFA Number

Reviewer Names

1. Tracey Tarr, Administrator II, Elderly & Adult Srvcs, DHHS
2. Jean Crouch, Supervisor VII, DEAS
3. Wendy Aultman, Administrator I DEAS
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. CAP Belknap-Merrimack Counties, Inc.		150	150
2. CAP Strafford County		150	105
3. Easter Seals NH		150	142
4. Grafton County Senior Citizens Council, Inc.		150	150
5. Greater Wakefield Resource Center		150	105
6. Lamprey Health Care		150	150
7. Nashua Transit System		150	135
8. Newport Senior Center, Inc.		150	130
9. Ossipee Concerned Citizens, Inc.		150	125
10. Rockingham Nutrition Meals on Wheels		150	150
11. St. Joseph Community Services, Inc.		150	145

12.	Strafford Nutrition Meals on Wheels		150	135
13.	The Gibson Center for Senior Services, Inc		150	150
14.	Tri County CAP, Inc.		150	150
15.	VNA at HCS		150	130
16.	Southwestern Community Services		150	120
17.	0		150	0
18.	0		150	0
19.	0		150	0
20.	0		150	0

FINANCIAL DETAIL ATTACHMENT SHEET

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (57% Federal Funds; 43% General Funds)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$124,614.60
541-500383	Meals - Congregate	2017	$163,597.50
544-500386	Meals - Home Delivered	2017	$334,757.50
512-500352	Transportation of Clients	2018	$249,229.20
541-500383	Meals - Congregate	2018	$327,189.50
544-500386	Meals - Home Delivered	2018	$669,515.00
512-500352	Transportation of Clients	2019	$62,307.30
541-500383	Meals - Congregate	2019	$81,798.00
544-500386	Meals - Home Delivered	2019	$167,381.50
		Subtotal	$2,180,388.10

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$53,893.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$107,787.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$12,845.40
541-500383	Meals - Congregate	2017	$48,750.00
544-500386	Meals - Home Delivered	2017	$85,400.60
512-500352	Transportation of Clients	2018	$25,667.10
541-500383	Meals - Congregate	2018	$93,500.00
544-500386	Meals - Home Delivered	2018	$130,795.50
512-500352	Transportation of Clients	2019	$6,422.70
541-500383	Meals - Congregate	2019	$23,375.00
544-500386	Meals - Home Delivered	2019	$32,697.50
		Subtotal	$437,453.70

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$18,129.90
541-500383	Meals - Congregate	2017	$187,521.50
544-500386	Meals - Home Delivered	2017	$107,000.00
512-500352	Transportation of Clients	2018	$36,194.10
541-500383	Meals - Congregate	2018	$375,042.00
544-500386	Meals - Home Delivered	2018	$322,146.00
512-500352	Transportation of Clients	2019	$9,048.30
541-500383	Meals - Congregate	2019	$93,813.50
544-500386	Meals - Home Delivered	2019	$80,536.50
		Subtotal	$1,861,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$0.00
541-500383	Meals - Congregate	2017	$18,800.00
544-500386	Meals - Home Delivered	2017	$0.00
512-500352	Transportation of Clients	2018	$0.00
541-500383	Meals - Congregate	2018	$17,600.00
544-500386	Meals - Home Delivered	2018	$0.00
512-500352	Transportation of Clients	2019	$0.00
541-500383	Meals - Congregate	2019	$4,400.00
544-500386	Meals - Home Delivered	2019	$0.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$33,872.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$67,745.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,941.60
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$38,725.80
541-500383	Meals - Congregate	2017	$380,366.00
544-500386	Meals - Home Delivered	2017	$124,954.50
512-500352	Transportation of Clients	2018	$77,451.60
541-500383	Meals - Congregate	2018	$160,726.50
544-500386	Meals - Home Delivered	2018	$249,909.00
512-500352	Transportation of Clients	2019	$19,362.90
541-500383	Meals - Congregate	2019	$40,183.00
544-500386	Meals - Home Delivered	2019	$62,480.00
		Subtotal	$854,159.30

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$62,777.00
544-500386	Meals - Home Delivered	2017	$71,857.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$125,554.00
544-500386	Meals - Home Delivered	2018	$143,715.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$31,388.50
544-500386	Meals - Home Delivered	2019	$35,931.50
		Subtotal	$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$90,844.00
541-500383	Meals - Congregate	2017	$123,750.00
544-500386	Meals - Home Delivered	2017	$331,837.00
512-500352	Transportation of Clients	2018	$181,677.60
541-500383	Meals - Congregate	2018	$247,500.00
544-500386	Meals - Home Delivered	2018	$663,674.00
512-500352	Transportation of Clients	2019	$45,416.80
541-500383	Meals - Congregate	2019	$61,875.00
544-500386	Meals - Home Delivered	2019	$165,918.50
		Subtotal	$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$25,001.60
541-500383	Meals - Congregate	2017	$158,537.50
544-500386	Meals - Home Delivered	2017	$490,897.00
512-500352	Transportation of Clients	2018	$49,992.80
541-500383	Meals - Congregate	2018	$317,075.00
544-500386	Meals - Home Delivered	2018	$981,794.00
512-500352	Transportation of Clients	2019	$12,500.80
541-500383	Meals - Congregate	2019	$79,271.50
544-500386	Meals - Home Delivered	2019	$245,448.50
		Subtotal	$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$33,440.70
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$66,881.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$16,708.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$19,860.60
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	$27,973.00
544-500386	Meals - Home Delivered	2017	$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	$55,940.50
544-500386	Meals - Home Delivered	2018	$258,487.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	$13,986.50
544-500386	Meals - Home Delivered	2019	$64,619.50
		Subtotal	$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$102,490.00
541-500383	Meals - Congregate	2017	$77,868.00
544-500386	Meals - Home Delivered	2017	$152,570.00
512-500352	Transportation of Clients	2018	$204,980.00
541-500383	Meals - Congregate	2018	$155,732.50
544-500386	Meals - Home Delivered	2018	$305,140.00
512-500352	Transportation of Clients	2019	$51,245.00
541-500383	Meals - Congregate	2019	$38,934.50
544-500386	Meals - Home Delivered	2019	$76,285.00
		Subtotal	$1,165,246.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	$28,985.10
541-500383	Meals - Congregate	2017	$73,276.50
544-500386	Meals - Home Delivered	2017	$110,745.00
512-500352	Transportation of Clients	2018	$57,946.50
541-500383	Meals - Congregate	2018	$146,552.50
544-500386	Meals - Home Delivered	2018	$237,484.50
512-500352	Transportation of Clients	2019	$14,480.70
541-500383	Meals - Congregate	2019	$36,635.50
544-500386	Meals - Home Delivered	2019	$59,372.50
		Subtotal	$773,473.80

05-95-48-481010-7872 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	$747,704.30
541-500383	Meals - Congregate	2017	$1,011,318.00
544-500386	Meals - Home Delivered	2017	$1,981,325.50
512-500352	Transportation of Clients	2018	$1,495,316.70
541-500383	Meals - Congregate	2018	$2,022,608.50
544-500386	Meals - Home Delivered	2018	$3,962,640.00
512-500352	Transportation of Clients	2019	$373,616.60

541-500383	Meals - Congregate	2019	$505,659.00
544-500386	Meals - Home Delivered	2019	$990,671.00
		Subtotal	$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

Community Action Program Belknap-Merrimack Counties; Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$252,961.50
544-500386	Meals Home Delivered	2018	$505,923.00
544-500386	Meals Home Delivered	2019	$126,483.50
		Subtotal	$885,368.00

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$19,701.00
544-500386	Meals Home Delivered	2018	$39,396.50
544-500386	Meals Home Delivered	2019	$9,850.50
		Subtotal	$68,948.00

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$144,419.00
544-500386	Meals Home Delivered	2018	$288,832.50
544-500386	Meals Home Delivered	2019	$72,209.50
		Subtotal	$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$119,597.50
544-500386	Meals Home Delivered	2018	$239,195.00
544-500386	Meals Home Delivered	2019	$59,801.50
		Subtotal	$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$78,589.50
544-500386	Meals Home Delivered	2018	$157,173.50
544-500386	Meals Home Delivered	2019	$39,292.00
		Subtotal	$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$273,306.00
544-500386	Meals Home Delivered	2018	$546,612.00
544-500386	Meals Home Delivered	2019	$136,653.00
		Subtotal	$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$182,479.00
544-500386	Meals Home Delivered	2018	$364,962.50
544-500386	Meals Home Delivered	2019	$91,239.50
		Subtotal	$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$0.00
544-500386	Meals Home Delivered	2018	$0.00
544-500386	Meals Home Delivered	2019	$0.00
		Subtotal	$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$63,965.00
544-500386	Meals Home Delivered	2018	$127,930.00
544-500386	Meals Home Delivered	2019	$31,982.50
		Subtotal	$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$68,205.50
544-500386	Meals Home Delivered	2018	$136,405.50
544-500386	Meals Home Delivered	2019	$34,100.00
		Subtotal	$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$104,450.50
544-500386	Meals Home Delivered	2018	$208,901.00
544-500386	Meals Home Delivered	2019	$52,228.00
		Subtotal	$365,579.50

05-95-48-481010-9255 Summary for All Vendors

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	$1,307,674.50
544-500386	Meals Home Delivered	2018	$2,615,321.50
544-500386	Meals Home Delivered	2019	$653,840.00
		Subtotal	$4,576,836.00

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

		State Fiscal Year	Current Modified Budget
		2017	$875,931.10
		2018	$1,751,856.70
		2019	$437,968.30
		Subtotal	$3,065,756.10

Easter Seals New Hampshire, Inc. (Vendor # 177204)

		State Fiscal Year	Current Modified Budget
		2017	$53,893.80
		2018	$107,787.60
		2019	$26,946.90
		Subtotal	$188,628.30

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget
		2017	$144,696.90
		2018	$289,359.10
		2019	$72,345.70
		Subtotal	$506,401.70

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

		State Fiscal Year	Current Modified Budget
		2017	$676,243.40
		2018	$1,352,457.60
		2019	$338,112.60
		Subtotal	$2,366,813.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

		State Fiscal Year	Current Modified Budget
		2017	$8,800.00
		2018	$17,600.00
		2019	$4,400.00
		Subtotal	$30,800.00

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget
		2017	$33,872.80
		2018	$67,745.60
		2019	$16,941.60
		Subtotal	$118,560.00

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget
		2017	$363,643.80
		2018	$727,282.10
		2019	$181,827.40
		Subtotal	$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget
		2017	$213,224.00
		2018	$426,442.50
		2019	$106,612.00
		Subtotal	$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget
		2017	$819,737.00
		2018	$1,639,463.60
		2019	$409,863.30
		Subtotal	$2,869,063.90

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget
		2017	$856,915.10
		2018	$1,713,814.30
		2019	$428,460.30
		Subtotal	$2,999,189.70

Southwestern Community Services (Vendor #177511)

		State Fiscal Year	Current Modified Budget
		2017	$33,440.70
		2018	$66,881.40
		2019	$16,708.50
		Subtotal	$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget
		2017	$19,860.60
		2018	$39,721.20
		2019	$9,930.30
		Subtotal	$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget

		2017	$221,171.50
		2018	$442,337.50
		2019	$110,588.50
		Subtotal	$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	$401,134.50
		2018	$802,258.00
		2019	$200,564.50
		Subtotal	$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	$325,457.10
		2018	$650,879.50
		2019	$162,716.70
		Subtotal	$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	$5,048,022.30
		2018	$10,095,886.70
		2019	$2,523,986.60
		Subtotal	$17,667,895.60

FORM NUMBER P-37 (version 5/8/15)

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-16)

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name VNA at HCS, Inc.		1.4 Contractor Address 312 Marlboro Street Keene, NH 03431	
1.5 Contractor Phone Number 603-352-2253	1.6 Account Number 05-095-48-481010-92550000 05-095-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation $1,139,054
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature Cathy J. Sorenson		1.12 Name and Title of Contractor Signatory Cathy J. Sorenson, President/CEO	

1.13 Acknowledgement: State of NH, County of Cheshire

On 12/1/16, 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
Karen M. Campbell
[Seal]

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

1.13.2 Name and Title of Notary or Justice of the Peace
Karen M. Campbell, Notary

1.14 State Agency Signature Maureen Ryan Date: 12/6/16	1.15 Name and Title of State Agency Signatory Maureen Ryan Director
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: Thomas B. Wood On: 12/5/16	
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

Contractor Initials GP

Date 12/1/2016

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 $1,000,000per 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.

Contractor Initials GP

Date 12/1/16

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.

Contractor Initials CJP
Date 12/1/2016

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. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the services areas listed in Exhibit A-1.

1.4. The Contractor agrees that services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).

1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture.

2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.

2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:

2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.

2.1.3.2. Provide transportation to individuals in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).

2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order

2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:

2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.

2.1.4.2. Provide transportation services based on a fixed route schedule defined by the Contractor.

2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.

2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3. Administration of Services

3.1. Access to Services

3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.

3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:

3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.

3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.

3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.

3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during

the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.

3.3.4. The Contractor shall re-determine client eligibility for services in accordance with the requirements in the laws and rules listed in Section 1.5.

3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.

3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

3.4. Client Assessments and Service Plans

3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.

3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.

3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health, or developmental issues or criminal histories.

3.5. Person Centered Provision of Services

3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:

3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.

3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.

3.5.1.4. Individuals receive the information he/she needs to make informed decisions.

3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.

3.5.1.7. Individuals' rights are affirmed and protected.

3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.

3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

3.6.1.4. Agrees not to bill or invoice clients and/or their families.

3.6.1.5. Agrees that all donations support the program for which donations were given.

3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.

3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.

3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

3.6.2.4. Agrees that all fees support the program for which donations were given.

3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.

3.7. Adult Protection Services

3.7.1. The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.

3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

3.7.4. The Contractor agrees that the payment received from 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 such as in Section 1.3.4, from the individual for those services.

3.8. Referring Clients to Other Services

3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.

3.9. Client Wait Lists

3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

3.9.3. The Contractor shall include at a minimum the following information on its wait list:

3.9.3.1. The individual's full name and date of birth.

3.9.3.2. The name of the service being requested.

3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

3.9.3.5. 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.

3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.

3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.

3.9.4.2. Declining mental or physical health of the caregiver.

3.9.4.3. Declining mental or physical health of the individual.

3.9.4.4. Individual has no respite services while living with a caregiver.

3.9.4.5. Length of time on the wait list.

3.9.4.6. 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.

3.9.4.7. 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.

3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

3.10. Criminal Background Check and BEAS State Registry Checks

3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving

services, before the staff member or volunteer begins providing services.

3.10.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

3.11. Grievance and Appeals

3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client.

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent

disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.

4. Staffing

4.1. The Contractor shall adhere to the following staffing requirements:

4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.

4.1.2. 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.

4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.

4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:

4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.

4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.

4.1.5.3. A description of time frames necessary for obtaining staff replacements.

4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.

5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:

5.1.1.1. The number of clients served by town and in the aggregate;

5.1.1.2. Total amount of donations collected.

5.1.1.3. Expenses by program service provided.

5.1.1.4. Revenue, by program service provided, by funding source.

5.1.1.5. Total amount of donation and/or fees collected from all individuals.

5.1.1.6. Actual Units served, by program service provided, by funding source.

5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.

5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.

5.1.1.9. Unmet need/waiting list.

5.1.1.10. Lengths of time clients are on a waiting list.

5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.

5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.

5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.

5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.

5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:

5.1.3.1. For home-delivered meals:

5.1.3.1.1. The number of meals served by client and by town.

5.1.3.1.2. The number of meals served in the aggregate; and

5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.

5.1.3.2. For transportation:

5.1.3.2.1. The number of clients served by town and in the aggregate;

5.1.3.2.2. The number of miles in the aggregate;

5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.

6. Performance Measures

6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:

6.1.1. All clients served meet eligibility requirements;

6.1.2. The contractor identified, located and served the people who need and could benefit from services.

6.1.3. The contractor determined and redetermined accurate and timely eligibility

6.1.4. Clients receive services in accordance with their needs.

6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

6.2.1. Ensure the Department is provided with access that includes but is not limited to:

6.2.1.1. Data

6.2.1.2. Financial records

6.2.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

6.2.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

6.2.1.5. Scheduled phone access to Contractor principals and staff

6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.

Service Area

The Contractor shall provide services in Exhibit A, Scope of Services, in accordance with the rates in Exhibit B-1, Rate Sheet, to eligible individuals in the following towns/counties/cities.

1. **Transportation:**

   The Transportation Program will provide services in the City of Keene, with periodic service to Hinsdale, Swanzey, and Winchester.

2. **Nutrition (Congregate):**

   The Congregate Meals are available to any residents from any town in Cheshire County.

3. **Nutrition (Home Delivered):**

   The Home Delivered Meals are available in the following towns:

   - Chesterfield
   - Fitzwilliam
   - Gilsum
   - Hinsdale
   - Jaffrey
   - Keene
   - Marlborough
   - Nelson
   - Rindge
   - Sullivan
   - Surry
   - Swanzey
   - Troy
   - Winchester
   - Westmoreland

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. The contract is funded with federal funds. Availability of federal funds is contingent upon meeting the requirements outlined in the:

   - Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3CM, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1
   - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3HD, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2
   - Catalog of Federal Domestic Assistance #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX

3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.

4. Payment shall be made as follows:

   4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.

   4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.

   4.3. Invoices shall be submitted to:

   Bureau of Elderly and Adult Services Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.

7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.

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 the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	21,590	$5.50	$ 118,745.00
Title IIIC Cong Meals	Per Meal	13,323	$5.50	$ 73,276.50
Title XX HD Meals	Per Meal	18,991	$5.50	$ 104,450.50
Title IIIB Transportation	PerClient/PerDay	1,223	$23.70	$ 28,985.10

7/1/2017 through 06/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	43,179	$5.50	$ 237,484.50
Title IIIC Cong Meals	Per Meal	26,645	$5.50	$ 146,547.50
Title XX HD Meals	Per Meal	37,982	$5.50	$ 208,901.00
Title IIIB Transportation	PerClient/PerDay	2,445	$23.70	$ 57,946.50

7/1/2018 through 09/30/2018 Service Units

Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	10,795	$5.50	$ 59,372.50
Title IIIC Cong Meals	Per Meal	6,661	$5.50	$ 36,635.50
Title XX HD Meals	Per Meal	9,496	$5.50	$ 52,228.00
Title IIIB Transportation	PerClient/PerDay	611	$23.70	$ 14,480.70

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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;

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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

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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

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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 Division 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: VNA at HCS, Inc.

12/1/2016
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: VNA at HCS, Inc.

12/1/2016
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
Title: President/CEO

Contractor Initials CP
Date 12/1/16

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: VNA at HCS, Inc.

12/1/2016
Date

Cathy J. Sorenson
Name: Cathy J. SOrenson
Title: President/CEO

Contractor Initials CP
Date 12/1/16

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.

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: VNA at HCS, Inc.

12/1/2016
Date

Name: Cathy J. Sorenson
Title: President/CEO

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: VNA at HCS, Inc.

12/1/2016
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
Title: President/CEO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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

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

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.

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.

DHHS	VNA at HCS, Inc.
The State	Name of the Contractor
Maureen Ryan	Cathy J. Sorenson
Signature of Authorized Representative	Signature of Authorized Representative
Maureen Ryan	Cathy J. Sorenson
Name of Authorized Representative	Name of Authorized Representative
Director, OHS	President/CEO
Title of Authorized Representative	Title of Authorized Representative
12/6/16	December 1, 2016
Date	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: VNA at HCS, Inc.

12/1/2016
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
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: 789867421

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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____